State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

**Product Name:** Group Hospital Confinement Indemnity **Project Name/Number:** Group Hospital Confinement Indemnity/M-9127

# Filing at a Glance

Company: Fidelity Security Life Insurance Company
Product Name: Group Hospital Confinement Indemnity

State: Arkansas

TOI: H14G Group Health - Hospital Indemnity
Sub-TOI: H14G.000 Health - Hospital Indemnity

Filing Type: Form

Date Submitted: 08/16/2012

SERFF Tr Num: FDLT-128611920 SERFF Status: Closed-Approved

State Tr Num:

State Status: Approved-Closed

Co Tr Num: M-9127

Implementation On Approval

Date Requested:

Author(s): Jennifer Glaser, Kelly Humiston, Teresa Saling, Danielle Menzel

Reviewer(s): Donna Lambert (primary)

Disposition Date: 09/11/2012
Disposition Status: Approved

Implementation Date:

State Filing Description:

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

**Product Name:** Group Hospital Confinement Indemnity **Project Name/Number:** Group Hospital Confinement Indemnity/M-9127

**General Information** 

Project Name: Group Hospital Confinement Indemnity Status of Filing in Domicile: Pending

Project Number: M-9127 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Submitted to Missouri, our

domicile state, on 08/16/2012.

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer Overall Rate Impact:

Filing Status Changed: 09/11/2012

State Status Changed: 09/11/2012 Deemer Date:

Created By: Danielle Menzel Submitted By: Danielle Menzel

Corresponding Filing Tracking Number: FDLT-128611927

Filing Description:

Fidelity Security Life Insurance Company

NAIC #71870 FEIN #43-0949844

**Group Hospital Confinement Indemnity Insurance** 

Policyholder: Employer Groups

M-9127AR Policy C-9127AR Certificate

S-9127 Schedule of Benefits A-01146 Group Application

A-01147 Enrollment Form

We respectfully submit the above referenced forms for your review and approval. These forms are new and do not replace any forms previously filed with your state.

This filing is for coverage sold via one-on-one direct agent sales to Employer Groups.

This is a limited benefit hospital confinement product. The benefits provided in the policy are variable except for the Hospital Confinement Benefit that is not variable and is a required benefit regardless of the other benefits that are elected.

Variable information is indicated by brackets { }. The variables are to be read as though the phrase is in, out, or the choices shown. If the variable is a numeric, it will not be adjusted to be less favorable than your state allows.

If you have questions or need additional information, please do not hesitate to contact me at 1-800-648-8624 (extension 1276) or e-mail me at tsaling@fslins.com.

# **Company and Contact**

**Filing Contact Information** 

Teresa Saling, Contract Analyst tsaling@fslins.com

3130 Broadway 800-648-8624 [Phone] 1276 [Ext]

Kansas City, MO 64111-2406 816-751-6026 [FAX]

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

**Product Name:** Group Hospital Confinement Indemnity **Project Name/Number:** Group Hospital Confinement Indemnity/M-9127

**Filing Company Information** 

Fidelity Security Life Insurance CoCode: 71870 State of Domicile: Missouri
Company Group Code: 451 Company Type: Life & Health

3130 Broadway Group Name: State ID Number:

Kansas City, MO 64111-2406 FEIN Number: 43-0949844

(800) 648-8624 ext. [Phone]

**Filing Fees** 

Fee Required? Yes

Fee Amount: \$250.00

Retaliatory? No

Fee Explanation: \$50.00 per form. Five forms submitted.

Per Company: No

CompanyAmountDate ProcessedTransaction #Fidelity Security Life Insurance Company\$250.0008/16/201261749951

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name:Group Hospital Confinement IndemnityProject Name/Number:Group Hospital Confinement Indemnity/M-9127

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	09/11/2012	09/11/2012

# **Objection Letters and Response Letters**

Objection Letters Response Letters

Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Donna Lambert	08/29/2012	08/29/2012	Teresa Saling	09/06/2012	09/11/2012
Industry						
Response						
Pending	Donna Lambert	08/17/2012	08/17/2012	Teresa Saling	08/20/2012	08/23/2012
ndustry						
Response						

# **Filing Notes**

Subject	Note Type	Created By	<b>Created On</b>	<b>Date Submitted</b>
Your Response of 8/20/12	Note To Filer	Donna Lambert	08/24/2012	08/24/2012

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name:Group Hospital Confinement IndemnityProject Name/Number:Group Hospital Confinement Indemnity/M-9127

# **Disposition**

Disposition Date: 09/11/2012

Implementation Date: Status: Approved

Comment: Thank you for the redline copies.

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Statement of Variables	Approved	Yes
Supporting Document	Redlines 8-20-12	Approved	Yes
Supporting Document	Redlines 9-6-12	Approved	Yes
Form (revised)	Group Hospital Confinement Indemnity Policy	Approved	Yes
Form	Group Hospital Confinement Indemnity Policy	Replaced	Yes
Form	Group Hospital Confinement Indemnity Policy	Replaced	Yes
Form (revised)	Group Hospital Confinement Indemnity Certificate	Approved	Yes
Form	Group Hospital Confinement Indemnity Certificate	Replaced	Yes
Form	Group Hospital Confinement Indemnity Certificate	Replaced	Yes
Form	Group Hospital Confinement Indemnity Schedule of Benefits	Approved	Yes
Form	Application	Approved	Yes
Form	Enrollment Form	Approved	Yes

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

**Product Name:** Group Hospital Confinement Indemnity **Project Name/Number:** Group Hospital Confinement Indemnity/M-9127

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 08/29/2012
Submitted Date 08/29/2012
Respond By Date 10/01/2012

Dear Teresa Saling,

#### Introduction:

After a conversation with my Director, a continuation provision must be contained in this contract and be available to insureds who are not covered by a major medical policy. Please add a continuation of coverage provision as required by ACA 23-86-114.

#### Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Donna Lambert

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

**Product Name:** Group Hospital Confinement Indemnity

**Project Name/Number:** Group Hospital Confinement Indemnity/M-9127

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 09/06/2012 Submitted Date 09/11/2012

Dear Donna Lambert,

#### Introduction:

Thank you for your consideration and your further review with your Director.

#### Response 1

#### Comments:

As required by ACA 23-86-114, we have added a continuation of coverage provision to the forms. A clean copy of the policy and certificate, M-9127AR and C-9127AR are attached to the Forms Schedule tab and a redline version is attached to the Supporting Documentation tab for your ease in review.

## Changed Items:

## **Supporting Document Schedule Item Changes**

Satisfied -Name: Redlines 9-6-12

Comment:

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name:Group Hospital Confinement IndemnityProject Name/Number:Group Hospital Confinement Indemnity/M-9127

Form	Schedule Item Change	s					
Item No.	Form Number	Form Type		Action/ Action Specific Data	Readability Score	Attachments	Submitted
1	M-9127AR	POL	Group Hospita I Confine ment Indemn ty Policy		50.000	M-9128AR.pdf	Date Submitted: 09/11/2012 By: Danielle Menzel
Previo	us Version						
1	M-9127AR	POL	Group Hospital I Confine ment Indemn ty Policy		50.000	M-9127AR.pdf	Date Submitted: 09/11/2012 By: Danielle Menzel
1	M-9127AR	POL	Group Hospital I Confine ment Indemn ty Policy		50.000	M-9127AR.pdf	Date Submitted: 09/11/2012 By: Danielle Menzel

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name:Group Hospital Confinement IndemnityProject Name/Number:Group Hospital Confinement Indemnity/M-9127

Form	Schedule Item Changes						
Item	Form	Form	Form	Action/	Readability		
No.	Number	Туре	Name	Action Specific Data	Score	Attachments	Submitted
1	M-9127AR	POL	Group Hospita I Confine ment Indemnity Policy		50.000	M-9128AR.pdf	Date Submitted: 09/11/2012 By: Danielle Menzel
2	C-9127AR	CER	Group Hospita I Confine ment Indemni ty Certific ate		50.000	C-9128AR.pdf	Date Submitted: 09/11/2012 By: Danielle Menzel
Previo	us Version						
2	C-9127AR	CER	Group Hospita I Confine ment Indemn ty Certific ate	, ,	50.000	C-9127AR.pdf	Date Submitted: 09/11/2012 By: Danielle Menzel

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name:Group Hospital Confinement IndemnityProject Name/Number:Group Hospital Confinement Indemnity/M-9127

ltem	Form	Form	Form	Action/	Readability		
No.	Number	Туре	Name	Action Specific Data	Score	Attachments	Submitted
1	M-9127AR	POL	Group Hospita I Confine ment Indemni ty Policy		50.000	M-9128AR.pdf	Date Submitted 09/11/2012 By: Danielle Menzel
2	C-9127AR	CER	Group Hospital I Confine ment Indemnt ty Certific ate		50.000	C-9127AR.pdf	Date Submitted 09/11/2012 By: Danielle Menzel

No Rate/Rule Schedule items changed.

### Conclusion:

If you need any further information, please let us know.

Sincerely,

Danielle Menzel

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

**Product Name:** Group Hospital Confinement Indemnity **Project Name/Number:** Group Hospital Confinement Indemnity/M-9127

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 08/17/2012
Submitted Date 08/17/2012
Respond By Date 09/17/2012

Dear Teresa Saling,

#### Introduction:

This will acknowledge receipt of the captioned filing.

#### Objection 1

- Group Hospital Confinement Indemnity Policy, M-9127AR (Form)
- Group Hospital Confinement Indemnity Certificate, C-9127AR (Form)

Comments: Please note that, although rehabilitation facilities are licensed as hospitals in Arkansas, they are included in the definition of "convalescent nursing homes" according to RR 18 Sec. 5C. Many insureds believe they will be covered by an in-hospital benefit if they are confined in a rehab facility, especially when the rehab is located within a hospital.

In addition to the exclusion section of the contract, we request you clarify within the definition of hospital that rehabilitation facilities are excluded from coverage. We believe this will make the terms of the policy/certificate clear to our consumers. Thank you for your consideration.

#### Objection 2

- Group Hospital Confinement Indemnity Policy, M-9127AR (Form)
- Group Hospital Confinement Indemnity Certificate, C-9127AR (Form)

Comments: Please add a continuation of coverage provision as required by ACA 23-86-114.

#### Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely.

Donna Lambert

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

**Product Name:** Group Hospital Confinement Indemnity

**Project Name/Number:** Group Hospital Confinement Indemnity/M-9127

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 08/20/2012 Submitted Date 08/23/2012

Dear Donna Lambert,

Introduction:

Thank you for your review.

#### Response 1

#### Comments:

We have revised the definition of Hospital to state that hospital does not include a "rehabilitation" facility. We have also added an exclusion for confinement in a rehabilitation facility. These are to make the terms of the policy more clear to Arkansas consumers and for compliance with RR 18 Sec. 5C.

The clean forms are attached to the Forms Schedule tab and a Redline version is attached to the Supporting Documentation tab for your ease in review.

## Related Objection 1

Applies To:

- Group Hospital Confinement Indemnity Policy, M-9127AR (Form)
- Group Hospital Confinement Indemnity Certificate, C-9127AR (Form)

Comments: Please note that, although rehabilitation facilities are licensed as hospitals in Arkansas, they are included in the definition of "convalescent nursing homes" according to RR 18 Sec. 5C. Many insureds believe they will be covered by an in-hospital benefit if they are confined in a rehab facility, especially when the rehab is located within a hospital.

In addition to the exclusion section of the contract, we request you clarify within the definition of hospital that rehabilitation facilities are excluded from coverage. We believe this will make the terms of the policy/certificate clear to our consumers. Thank you for your consideration.

## Changed Items:

## **Supporting Document Schedule Item Changes**

Satisfied -Name: Redlines 8-20-12

Comment: Please see attached.

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name:Group Hospital Confinement IndemnityProject Name/Number:Group Hospital Confinement Indemnity/M-9127

ltem No.	Form Number	Form Type		Action/ Action Specific Data	Readability Score	Attachments	Submitted
1	M-9127AR	POL	Group Hospita I Confine ment Indemni ty Policy		50.000	M-9127AR.pdf	Date Submitted 08/23/2012 By: Danielle Menzel
Previou	us Version						
1	M-9127AR	POL	Group Hospita  I Confine ment Indemni ty Policy		50.000	M-9127AR.pdf	Date Submitted 08/23/2012 By: Danielle Menzel
2	C-9127AR	CER	Group Hospita I Confine ment Indemni ty Certific ate		50.000	C-9127AR.pdf	Date Submitted 08/23/2012 By: Danielle Menzel

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

 Product Name:
 Group Hospital Confinement Indemnity

 Project Name/Number:
 Group Hospital Confinement Indemnity/M-9127

Form	Schedule Item Change	es					
Item No.	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments	Submitted
1	M-9127AR	POL	Group Hospital I Confine ment Indemn ty Policy		50.000	M-9127AR.pdf	Date Submitted. 08/23/2012 By: Danielle Menzel
2	C-9127AR	CER	Group Hospita I Confine ment Indemn ty Certific ate	į	50.000	C-9127AR.pdf	Date Submitted. 08/23/2012 By: Danielle Menzel

No Rate/Rule Schedule items changed.

# Response 2

#### Comments:

This product is a Hospital Indemnity plan that is not intended to replace any major medical coverage an insured may have. The policy/certificate would supplement any full coverage an eligible insured would have in effect to help cover any out-of-pocket expenses they might incur. Therefore, we respectfully ask for your reconsideration to add a continuation of benefits provision to the policy as statute §23-86-114 states that continuation of coverage does not need to be made available to an individual who is eligible for full coverage under any group accident and health policy.

## Related Objection 2

Applies To:

- Group Hospital Confinement Indemnity Policy, M-9127AR (Form)

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

**Product Name:** Group Hospital Confinement Indemnity

**Project Name/Number:** Group Hospital Confinement Indemnity/M-9127

- Group Hospital Confinement Indemnity Certificate, C-9127AR (Form)

Comments: Please add a continuation of coverage provision as required by ACA 23-86-114.

## Changed Items:

No Supporting Documents changed.

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name:Group Hospital Confinement IndemnityProject Name/Number:Group Hospital Confinement Indemnity/M-9127

ltem No.	Form Number	Form Type		Action/ Action Specific Data	Readability Score	Attachments	Submitted
1	M-9127AR	POL	Group Hospita I Confine ment Indemni ty Policy		50.000	M-9127AR.pdf	Date Submitted 08/23/2012 By: Danielle Menzel
Previou	us Version						
1	M-9127AR	POL	Group Hospita  I Confine ment Indemni ty Policy		50.000	M-9127AR.pdf	Date Submitted 08/23/2012 By: Danielle Menzel
2	C-9127AR	CER	Group Hospita I Confine ment Indemni ty Certific ate		50.000	C-9127AR.pdf	Date Submitted 08/23/2012 By: Danielle Menzel

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name: Group Hospital Confinement Indemnity

**Project Name/Number:** Group Hospital Confinement Indemnity/M-9127

Item No.	Form Number	Form Type		Action/ Action Specific Data	Readability Score	Attachments	Submitted
1	M-9127AR	POL		Initial	50.000	M-9127AR.pdf	Date Submitted. 08/23/2012 By: Danielle Menzel
2	C-9127AR	CER	Group Hospita I Confine ment Indemni ty Certific ate		50.000	C-9127AR.pdf	Date Submitted. 08/23/2012 By: Danielle Menzel

No Rate/Rule Schedule items changed.

### Conclusion:

If you need any additional information, please let us know.

Sincerely,

Danielle Menzel

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

**Product Name:** Group Hospital Confinement Indemnity **Project Name/Number:** Group Hospital Confinement Indemnity/M-9127

## **Note To Filer**

Created By:

Donna Lambert on 08/24/2012 08:02 AM

Last Edited By:

Donna Lambert

**Submitted On:** 

09/11/2012 01:18 PM

Subject:

Your Response of 8/20/12

#### Comments:

Ms. Saling - Thank you for your response. I understand this policy is not intended to replace major medical coverage, and you are correct that the continuation would not be available for anyone who has a such coverage. My interpretation is that if a person were not to have major madical coverage, they would be entitled to continuation under this policy.

I will be happy to discuss this with my Director upon my return from the SERA convention in Biliouxi next week. He is out of town today. Thank you for your patience.

Donna

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name:Group Hospital Confinement IndemnityProject Name/Number:Group Hospital Confinement Indemnity/M-9127

# Form Schedule

Lead	Form Number: M-9	9127AR					
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1	Approved 09/11/2012	M-9127AR	POL	Group Hospital Confinement Indemnity Policy	Initial:	50.000	M-9128AR.pdf
2	Approved 09/11/2012	C-9127AR	CER	Group Hospital Confinement Indemnity Certificate	Initial:	50.000	C-9128AR.pdf
3	Approved 09/11/2012	S-9127	SCH	Group Hospital Confinement Indemnity Schedule of Benefits	Initial:	50.000	S-9127.pdf
4	Approved 09/11/2012	A-01146	AEF	Application	Initial:	50.000	A-01146.pdf
5	Approved 09/11/2012	A-01147	AEF	Enrollment Form	Initial:	50.000	A-01147.pdf

Form Type Legend:

	po Logona.		
ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
отн	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

**POLICY NUMBER:** {Policy Number}

**POLICYHOLDER:** {"ABC" Association} {"ABC" Union Welfare Benefit {Trust}

{Plan}}

STATE OF ISSUE: Arkansas

**POLICY EFFECTIVE DATE:** {Month Day, Year}

**POLICY ANNIVERSARY DATE:** {Month Day, Year and each Month Day thereafter}

Fidelity Security Life Insurance Company ("the Company") agrees to pay benefits provided by the Policy in accordance with its terms and conditions.

The Policy is issued by acceptance of the application of the Policyholder (a copy of which is attached) and receipt by the Company of the premiums.

All periods of time under the Policy begin and end at 12:01 a.m. Local Time at the Policyholder's business address.

The Company may terminate the Policy on {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date. Written notice must be provided to the Policyholder at least {30-90} days prior to termination. The Policyholder may terminate the Policy on any date on or after the date the Company receives the Policyholder's written request for termination.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

Secretary

GROUP HOSPITAL CONFINEMENT INDEMNITY POLICY
THIS IS A LIMITED BENEFIT POLICY
RENEWABLE AT THE OPTION OF THE COMPANY

Please read the Policy carefully.

# **CONTENTS**

DEFINITIONS	3
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#### **DEFINITIONS**

**Accident** means an event occurring by chance or unintentionally after the Insured Person's Effective Date. An Accident must be independent of any Sickness.

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the Schedule of Benefits, a Benefit Period is a Calendar Year.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

**Company** means Fidelity Security Life Insurance Company.

## **Complications of Pregnancy** means:

- 1. a condition that, while affected by Pregnancy, is still classified by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany Pregnancy;
- 2. a non-elective cesarean section;
- 3. an extrauterine or ectopic Pregnancy; or
- 4. a spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include: false labor, premature labor, high risk Pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, pre-eclampsia or placenta previa or similar conditions that occur in a difficult Pregnancy.

**Confined/Confinement** means the Insured Person is a registered bed patient in a Hospital for a minimum of 24 consecutive hours. The Confinement must be Medically Necessary and be ordered by a licensed Physician.

Confinement does not include treatment received in a Hospital emergency room, the outpatient department of a Hospital or skilled nursing facility.

{Dependent means any of the following whose coverage under the Policy has become effective and has not ended:

- 1. the Insured's lawful spouse{ or Domestic Partner};
- 2. {the child or children of the Insured or the Insured's spouse who are under 26 years of age;}
- 3. {the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under {19-27} years of age {({21-27} years of age if a full-time student)};} and
- 4. the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age {19-27}, provided such child was an Insured Person on the day immediately prior to attaining age {19-27}, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company.

Dependent includes a step-child, foster child, {grandchild,} legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. {Full-time, as used in this definition, means actively attending at least the minimum number of hours of class a week the school considers as full-time status.}}

**{Domestic Partner** means an adult who is in a committed relationship with the Insured and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. The term "spouse," wherever used, will include a Domestic Partner.}

**Effective Date** means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured Person, the date the Insured Person becomes covered under the Policy as shown in the Company's records. The Effective Date will begin at 12:01 a.m. Local Time at the Policyholder's business address.

Home Office means the Company's office located at {3130 Broadway, Kansas City, Missouri, 64111-2406}.

**Hospital** means an institution that meets all the following requirements:

- 1. it must be operated according to law;
- 2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an Inpatient basis;
- 3. it must provide diagnostic and surgical facilities supervised by Physicians;
- 4. Registered Nurses must be on 24-hour call or duty; and
- 5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

Hospital does not mean a convalescent, rehabilitation, nursing, rest or extended care facility or a facility operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facility is operated as a separate institution by a Hospital.

**Immediate Family** means an Insured Person or an Insured Person's spouse, parent, child, grandparent, brother, sister, inlaw or any person residing in the Insured Person's home.

**Injury** means bodily Injury sustained by an Insured Person, directly and independently of all other causes, that occurs while the Policy is in force. All Injuries sustained by an Insured Person in any one Accident are considered a single Injury.

**Inpatient** means the Insured Person is Hospital Confined when covered services are received.

**Insured** means a Member of the Policyholder whose coverage under the Policy has become effective and has not ended.

**Insured Person** means either an Insured or Dependent.

**Intensive Care Unit (ICU)** means a specialized unit of the Hospital containing special equipment and specially trained staff necessary for the care of seriously ill patients requiring immediate and continuous attention.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- 1. it is provided only as a convenience to the Insured Person or provider;
- 2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- 3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- 4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Member** means a person who meets the eligibility requirements shown in the Policyholder's application.

**Mental or Nervous Disorder** means any psychiatric, mental, nervous or emotional illness, disease or disorder that is of mental or physical origin. These conditions are listed under the diagnostic categories listed in the Mental Disorders section of the International Classification of Diseases as periodically revised.

**Physician** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured Person or a member of the Insured Person's Immediate Family.

**Policyholder** means the group in whose name the Policy is issued.

**Pregnancy** means a Pregnancy which is terminated by childbirth, other than an elective cesarean section or an elective abortion.

{Regular and Customary Activities means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while Confined in a Hospital or other medical institution may not be used to meet this requirement.}

**Schedule of Benefits** means the page which gives basic information referenced in the Certificate.

**Sickness** means a disease or illness, or more than one disease or illness, resulting from the same or related causes or conditions, including all complications thereof and all related conditions and recurrences resulting in medical expenses insured under the Policy or otherwise resulting in a claim for benefits while the Policy is in force with respect to the Insured Person for whom the claim is made. Sickness includes {Pregnancy and} Complications of Pregnancy. Sickness {includes} {does not include} Mental or Nervous Disorders {or} {and} Substance Abuse.

Substance Abuse means abuse or addiction to alcohol, drugs or chemicals.

### ELIGIBILITY AND EFFECTIVE DATE

New eligible persons will be added from time to time. In no event will coverage for any person become effective before the Policy Effective Date.

**Insured Eligibility and Effective Date.** Eligibility requirements are defined in the Policyholder's application. Coverage will be effective on the {first day of the month following the Insured's date of hire} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Insured's individual enrollment form}, subject to approval of the Insured's individual enrollment form, if any, and payment of the first premium.

**(Dependent Eligibility and Effective Date.** Insurance may be available to Dependents only if the Insured is eligible for such insurance under the Policy. An Insured's Dependents will be eligible for insurance under the Policy if the Dependent meets the eligibility requirements in the Policyholder's application. Coverage will be effective on the {first day of the month following the date the Dependent first became eligible} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Dependent's individual enrollment form}, subject to approval of the Dependent's individual enrollment form, if any, and payment of the first premium. In no event, will coverage for any Dependent become effective before the Insured's Effective Date.

Newborn and Adopted Children Eligibility and Effective Date. Coverage under the Policy for a newborn child will be effective from the moment of birth and will continue until the next 90 days, whichever is later. Coverage under the Policy for an adopted child, child placed with the Insured for adoption, or child for whom the Insured is a party in a suit to adopt will be effective from the moment of birth, adoption, placement, or filing of such suit and will continue until the next premium due date or 60 days, whichever is later. After the premium due date, if additional premium is required, coverage will continue only if the Company has been notified in writing, within 90 days after the birth for the newborn child or within 60 days after the date of adoption or filing the petition for adoption, and any additional premium due has been paid. Coverage for a newly born child will include coverage for Hospital Confinement due to Injury, Sickness, congenital defects, birth abnormalities and premature birth. In no event will coverage for such child become effective before the Insured's Effective Date.}

{**Delayed Effective Date.** If an eligible person is: 1) Confined at home or in a Hospital or medical institution for any condition covered by the Policy; or 2) not engaged in his or her Regular and Customary Activities on the date coverage would otherwise begin; then coverage will begin on the {date shown in the Schedule of Benefits } {first day of the month} {15<sup>th</sup> of the month} following the date he or she: 1) is no longer Confined at home or in a Hospital or medical institution; and 2) engages in his or her Regular and Customary Activities.}

**{Late Enrollees.** If the Insured does not apply for coverage on the Insured's {or Insured's Dependents'} initial eligibility date, the Insured may not apply for coverage for the Insured {and/or any of the Insured's Dependents} until the next Policy Anniversary Date.}

### WHEN CHANGES IN COVERAGE OCCUR

Any change in benefits that occurs automatically under the Policy provisions or Schedule of Benefits will become effective on the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date that the status of the Insured Person has changed.

If any change in benefits or coverage is requested, the change will become effective as of the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date of the Company's approval. If that change increases benefits or coverage, the effective date of the change will be delayed as shown in the Eligibility and Effective Date section.

#### **BENEFITS**

The following benefits are payable, subject to the terms, conditions, limitations, exclusions and Schedule of Benefits.

{Hospital Admission Benefit. Benefits are payable as shown in the Schedule of Benefits for admission to a Hospital for an Insured Person if the Insured Person is admitted as a registered bed patient for a period of 24 consecutive hours or longer due to an Injury or Sickness. The benefit is limited to one benefit per Insured Person per Benefit Period and is paid in addition to any other benefits provided by the Policy.}

**Hospital Confinement Benefit.** Benefits are payable as shown in the Schedule of Benefits for each day that an Insured Person is Confined to a Hospital due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement.

{Intensive Care Unit Confinement Benefit. Benefits are payable as shown in the Schedule of Benefits for each day that the Insured Person is Confined in an Intensive Care Unit due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement. This benefit is {in addition to} {in lieu of} any other Confinement benefit under the Policy.}

**Emergency Room Benefit for Accidents.** Benefits are payable for treatment in a Hospital emergency room for an Injury as shown in the Schedule of Benefits. Treatment must be performed within 72 hours of the Accident.}

**Recurrent Confinements.** If the Company pays benefits for a period of Confinement, and the Insured Person is readmitted within 30 days of that Confinement for the same condition, the later Confinement will be treated as a continuation of the prior Confinement. If more than 30 days have passed between periods of Confinement for the same condition or the successive Confinement is for an unrelated cause, the Company will treat the later Confinement as a new Confinement.

## **{LIMITATIONS AND} EXCLUSIONS**

## {Limitations

**Pre-Existing Condition.** Benefits are not payable for a Pre-Existing Condition until {the earlier of:}

- 1. {the expiration of {6-12} consecutive months beginning with the Insured Person's Effective Date, for which the Insured Person has not received any medical care, consultation, diagnosis or treatment, or has not taken any prescribed drug or medicine on account of such condition; or}
- 2. the expiration of {6-24} consecutive months, beginning with the Insured Person's Effective Date.

"Pre-Existing Condition" means any Injury or Sickness for which medical treatment or advice was rendered or recommended by a licensed Physician within {6, 12} months prior to the Insured Person's Effective Date.}

## **Exclusions**

The Policy does not provide any benefits for the following:

- 1. suicide or any attempt of suicide, while sane or insane (in Colorado, Missouri or Montana, while sane);
- 2. any intentionally self-inflicted Injury or Sickness or any attempt thereat (in Colorado, Missouri or Montana, while sane);
- 3. Participation in a Riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss that occurs while acting in a lawful manner within the scope of authority;
- 4. committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation;
- 5. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, hang gliding or any hazardous sports activity for exhibition purposes;
- 6. flying as a pilot, crew member or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
- 7. any Injury occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Injury took place);
- 8. declared or undeclared war or acts thereof:
- 9. accidental bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company pro rata for any period of active duty);
- 10. Injury or Sickness arising out of or in the course of any occupation for compensation, wage or profit or benefits that the Insured Person is entitled to under any Workers' Compensation Law, Occupational Disease Law or similar law whether or not application for such benefits have been made;
- 11. treatment for the voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage;
- 12. {treatment for Mental or Nervous Disorders or Substance Abuse;}
- 13. the treatment of:
  - a. codependency;
  - b. social, occupational or religious maladjustment;
  - c. compulsive gambling; or
  - d. chronic marital or family problems when not related to the primary focus of treatment that must be a diagnosable Mental Disorder:
- 13. rest care or rehabilitative care and treatment;
- 14. cosmetic surgery or care or treatment solely for cosmetic purposes or complications from such surgery, care or treatment. This includes but is not limited to: reconstructive surgery and prosthetic devices, unless due to an Injury and performed within one year from the date of the Accident, or to repair a congenital or abnormal defect of a newborn child while covered under the Policy;
- 15. {Pregnancy}
- 16. dependent child maternity;
- 17. sex changes;
- 18. treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;

- 19. Confinement, care or services incurred prior to the Insured Person's Effective Date or that begin after termination of coverage;
- 20. Confinement, care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law;
- 21. Confinement in a rehabilitation facility;
- 22. Confinement or treatment that is not Medically Necessary; or
- 23. any Confinement or treatment not specifically covered in the Schedule of Benefits.

## TERMINATION OF INSURANCE

**Termination of the Policy.** The Policy may be terminated on the first of the following dates:

- 1. {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least {30-90} days prior to termination;
- 2. any date on or after the date the Company receives the Policyholder's written request for termination; or
- 3. the next premium due date following the date the Policyholder's number of covered Members falls below the Company's guidelines.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

**Termination of Insured's Coverage under the Policy.** An Insured's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Policy terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Insured submits a fraudulent claim;
- 4. {the first day of the month following} the date the Insured is no longer a Member of the Policyholder; or
- 5. {for retirees, the date the Insured attains age 65.}

{**Termination of Dependent's Coverage under the Policy.** The Dependent's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Insured's coverage terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Dependent submits a fraudulent claim;
- 4. the date the Dependent ceases to be an eligible Dependent, as defined;
- 5. {the date the Insured's spouse attains age 65;} or
- 6. the date the Policy is modified to exclude Dependent coverage.}

**Continuation of Coverage.** If an Insured Person's premium is paid and the Insured Person has been continuously covered under the Policy for a period of three months, coverage may be continued for that Insured Person if coverage terminated due to termination of employment or change in marital status.

Coverage will continue to the earlier of: 1) 120 days; 2) the end of the period for which the Insured Person's premium is paid; 3) the premium due date following the date the Insured Person becomes eligible for Medicare; or 4) the date the Policy is terminated.

Coverage is not available to an Insured Person who is eligible for Medicare coverage or full coverage under any other group accident and health policy.

**Extension of Benefits.** This provision applies if an Insured Person is Hospital Confined on the termination date of the Policy, unless termination is due to nonpayment of premiums. The Company will pay the same benefits for the duration of any Hospital Confinement or 90 days, whichever occurs first. No further premium payment is required to qualify for this extension of benefits.

#### **PREMIUMS**

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. The initial premium rates are shown in the Policyholder's application.

**Premium Changes.** The Company has the right to change the premium rates on any premium due date {on or after the first Policy Anniversary Date}. The Company will provide written notice at least  $\{31 - 120\}$  days before the date of change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

**Unpaid Premium.** When a claim is paid during the grace period, any premium due and unpaid for the Insured Person will be deducted from the claim payment.

#### **CLAIM PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the Company {at 3130 Broadway, Kansas City, Missouri 64111-2406}, or to its authorized administrator or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the Policy for filing proof of loss.

**Proof of Loss.** Written proof of loss must be furnished to the Company at the Company's Home Office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims.** Any benefit payable under the Policy will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims.** All benefits will be payable to the Insured{, unless assigned}. Any benefits payable on or after the Insured's death will be paid to the first of the following living persons:

- 1. the Insured's spouse;
- 2. the Insured's children, equally;
- 3. the Insured's parents, equally; or
- 4. the Insured's brothers and sisters, equally.

If none of the above persons is living on the date of the Insured's death, the Company will pay the benefits to the Insured's estate.

If any benefit is payable to an estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to the amount allowed by the law of the state in which the minor or incompetent resides. Such payment will be made to the legal guardian of the minor or incompetent. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

**Assignment.** Benefits under the Policy may {not} be assigned.

**Right of Recovery.** If payment for claims exceeds the maximum amount payable under any benefit provisions or riders of the Policy, the Company has the right to recover the excess of such payments.

**Physical Examination and Autopsy.** The Company, at the Company's expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim. The Company, at the Company's expense, will have the right to make an autopsy in case of death, unless it is forbidden by law.

**Legal Actions.** No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of three years (six years in Alabama and South Carolina; five years in Kansas) after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person lives, the limit is extended to meet the minimum time allowed by such law.

### **GENERAL PROVISIONS**

**Certificates.** A Certificate will be provided to the Insured. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the Insured Person. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

**Choice of Physician.** The Insured Person is free to be treated by any Physician the Insured Person chooses.

**Clerical Error.** Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

**Conformity to Law.** Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Entire Contract.** The entire contract between the parties includes the Policy, any endorsement and riders, the Policyholder's application (that is attached to the Policy when issued) and the Insured's individual enrollment form, if any. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense of a claim hereunder unless it is contained in a written instrument signed by the Policyholder or the Insured designates, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time, in writing, by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two

years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as they relate to this insurance. The Company can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.

Misstatement of Age. If the age of an Insured Person has been misstated, the Company will make an equitable adjustment of premiums. The Company will refund to the Insured any excess premium paid over the amount due for the correct benefit amount. The Company will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the Company will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If an Insured Person is not eligible for coverage because of age, the Company will refund all premiums paid on and/or after the date the Insured Person was no longer eligible.

**Other Insurance with This Insurer.** Insurance that is effective at any one time on the Insured Person under a similar contract, policy or rider with the Company is limited to the one such plan elected by the Insured Person, the Insured Person's beneficiary or the Insured Person's estate. The Company will return all premiums paid for all other such plans issued after the first plan became effective.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

**{POLICY NUMBER:** {Policy Number}}

**{POLICYHOLDER:** {"ABC" Association} {"ABC" Union Welfare Benefit {Trust}

{Plan}}

**{POLICY EFFECTIVE DATE:** {Month Day, Year}}

{**POLICY ANNIVERSARY DATE:** {Month Day, Year and each Month Day thereafter}}

The Certificate is issued to Insureds of the {above} Policyholder whose coverage is in effect according to the Company's records.

The Certificate describes the principal provisions of the Policy. Benefits are provided only while coverage is in force for an Insured Person according to the terms of the Policy.

All periods of insurance begin and end at 12:01 a.m. Local Time at the Policyholder's business address.

This Certificate replaces all certificates that may have been previously issued to the Insured under the Policy.

The Policy may be amended, changed, cancelled or discontinued without the consent of any Insured Person.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

ident Secretary

GROUP HOSPITAL CONFINEMENT INDEMNITY CERTIFICATE
THIS IS A LIMITED BENEFIT CERTIFICATE
RENEWABLE AT THE OPTION OF THE COMPANY
Please read the Certificate carefully.

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#### **DEFINITIONS**

**Accident** means an event occurring by chance or unintentionally after the Insured Person's Effective Date. An Accident must be independent of any Sickness.

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the Schedule of Benefits, a Benefit Period is a Calendar Year.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

**Company** means Fidelity Security Life Insurance Company.

## **Complications of Pregnancy** means:

- 1. a condition that, while affected by Pregnancy, is still classified by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany Pregnancy;
- 2. a non-elective cesarean section;
- 3. an extrauterine or ectopic Pregnancy; or
- 4. a spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include: false labor, premature labor, high risk Pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, pre-eclampsia or placenta previa or similar conditions that occur in a difficult Pregnancy.

**Confined/Confinement** means the Insured Person is a registered bed patient in a Hospital for a minimum of 24 consecutive hours. The Confinement must be Medically Necessary and be ordered by a licensed Physician.

Confinement does not include treatment received in a Hospital emergency room, the outpatient department of a Hospital or skilled nursing facility.

{Dependent means any of the following whose coverage under the Policy has become effective and has not ended:

- 1. the Insured's lawful spouse{ or Domestic Partner};
- 2. {the child or children of the Insured or the Insured's spouse who are under 26 years of age;}
- 3. {the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under {19-27} years of age {({21-27} years of age if a full-time student)};} and
- 4. the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age {19-27}, provided such child was an Insured Person on the day immediately prior to attaining age {19-27}, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company.

Dependent includes a step-child, foster child, {grandchild,} legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. {Full-time, as used in this definition, means actively attending at least the minimum number of hours of class a week the school considers as full-time status.}}

**(Domestic Partner** means an adult who is in a committed relationship with the Insured and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. The term "spouse," wherever used, will include a Domestic Partner.}

**Effective Date** means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured Person, the date the Insured Person becomes covered under the Policy as shown in the Company's records. The Effective Date will begin at 12:01 a.m. Local Time at the Policyholder's business address.

**Home Office** means the Company's office located at {3130 Broadway, Kansas City, Missouri, 64111-2406}.

**Hospital** means an institution that meets all the following requirements:

- 1. it must be operated according to law;
- 2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an Inpatient basis;
- 3. it must provide diagnostic and surgical facilities supervised by Physicians;
- 4. Registered Nurses must be on 24-hour call or duty; and
- 5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

Hospital does not mean a convalescent, rehabilitation, nursing, rest or extended care facility or a facility operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facility is operated as a separate institution by a Hospital.

**Immediate Family** means an Insured Person or an Insured Person's spouse, parent, child, grandparent, brother, sister, inlaw or any person residing in the Insured Person's home.

**Injury** means bodily Injury sustained by an Insured Person, directly and independently of all other causes, that occurs while the Policy is in force. All Injuries sustained by an Insured Person in any one Accident are considered a single Injury.

**Inpatient** means the Insured Person is Hospital Confined when covered services are received.

**Insured** means a Member of the Policyholder whose coverage under the Policy has become effective and has not ended.

**Insured Person** means either an Insured or Dependent.

**Intensive Care Unit (ICU)** means a specialized unit of the Hospital containing special equipment and specially trained staff necessary for the care of seriously ill patients requiring immediate and continuous attention.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- 1. it is provided only as a convenience to the Insured Person or provider;
- 2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- 3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- 4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Member** means a person who meets the eligibility requirements shown in the Policyholder's application.

**Mental or Nervous Disorder** means any psychiatric, mental, nervous or emotional illness, disease or disorder that is of mental or physical origin. These conditions are listed under the diagnostic categories listed in the Mental Disorders section of the International Classification of Diseases as periodically revised.

**Physician** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured Person or a member of the Insured Person's Immediate Family.

**Policyholder** means the group in whose name the Policy is issued.

**Pregnancy** means a Pregnancy which is terminated by childbirth, other than an elective cesarean section or an elective abortion.

{Regular and Customary Activities means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while Confined in a Hospital or other medical institution may not be used to meet this requirement.}

**Schedule of Benefits** means the page which gives basic information referenced in the Certificate.

**Sickness** means a disease or illness, or more than one disease or illness, resulting from the same or related causes or conditions, including all complications thereof and all related conditions and recurrences resulting in medical expenses insured under the Policy or otherwise resulting in a claim for benefits while the Policy is in force with respect to the Insured Person for whom the claim is made. Sickness includes {Pregnancy and} Complications of Pregnancy. Sickness {includes} {does not include} Mental or Nervous Disorders {or} {and} Substance Abuse.

**Substance Abuse** means abuse or addiction to alcohol, drugs or chemicals.

### ELIGIBILITY AND EFFECTIVE DATE

New eligible persons will be added from time to time. In no event will coverage for any person become effective before the Policy Effective Date.

**Insured Eligibility and Effective Date.** Eligibility requirements are defined in the Policyholder's application. Coverage will be effective on the {first day of the month following the Insured's date of hire} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Insured's individual enrollment form}, subject to approval of the Insured's individual enrollment form, if any, and payment of the first premium.

**(Dependent Eligibility and Effective Date.** Insurance may be available to Dependents only if the Insured is eligible for such insurance under the Policy. An Insured's Dependents will be eligible for insurance under the Policy if the Dependent meets the eligibility requirements in the Policyholder's application. Coverage will be effective on the {first day of the month following the date the Dependent first became eligible} {date shown in the Company's records} {first day of the month} {date of receipt of the Dependent's individual enrollment form}, subject to approval of the Dependent's individual enrollment form, if any, and payment of the first premium. In no event, will coverage for any Dependent become effective before the Insured's Effective Date.

Newborn and Adopted Children Eligibility and Effective Date. Coverage under the Policy for a newborn child will be effective from the moment of birth and will continue until the next 90 days, whichever is later. Coverage under the Policy for an adopted child, child placed with the Insured for adoption, or child for whom the Insured is a party in a suit to adopt will be effective from the moment of birth, adoption, placement, or filing of such suit and will continue until the next premium due date or 60 days, whichever is later. After the premium due date, if additional premium is required, coverage will continue only if the Company has been notified in writing, within 90 days after the birth for the newborn child or within 60 days after the date of adoption or filing the petition for adoption, and any additional premium due has been paid. Coverage for a newly born child will include coverage for Hospital Confinement due to Injury, Sickness, congenital defects, birth abnormalities and premature birth. In no event will coverage for such child become effective before the Insured's Effective Date.}

{**Delayed Effective Date.** If an eligible person is: 1) Confined at home or in a Hospital or medical institution for any condition covered by the Policy; or 2) not engaged in his or her Regular and Customary Activities on the date coverage would otherwise begin; then coverage will begin on the {date shown in the Schedule of Benefits } {first day of the month} {15<sup>th</sup> of the month} following the date he or she: 1) is no longer Confined at home or in a Hospital or medical institution; and 2) engages in his or her Regular and Customary Activities.}

**{Late Enrollees.** If the Insured does not apply for coverage on the Insured's {or Insured's Dependents'} initial eligibility date, the Insured may not apply for coverage for the Insured {and/or any of the Insured's Dependents} until the next Policy Anniversary Date.}

### WHEN CHANGES IN COVERAGE OCCUR

Any change in benefits that occurs automatically under the Policy provisions or Schedule of Benefits will become effective on the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date that the status of the Insured Person has changed.

If any change in benefits or coverage is requested, the change will become effective as of the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date of the Company's approval. If that change increases benefits or coverage, the effective date of the change will be delayed as shown in the Eligibility and Effective Date section.

#### **BENEFITS**

The following benefits are payable, subject to the terms, conditions, limitations, exclusions and Schedule of Benefits.

{Hospital Admission Benefit. Benefits are payable as shown in the Schedule of Benefits for admission to a Hospital for an Insured Person if the Insured Person is admitted as a registered bed patient for a period of 24 consecutive hours or longer due to an Injury or Sickness. The benefit is limited to one benefit per Insured Person per Benefit Period and is paid in addition to any other benefits provided by the Policy.}

**Hospital Confinement Benefit.** Benefits are payable as shown in the Schedule of Benefits for each day that an Insured Person is Confined to a Hospital due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement.

{Intensive Care Unit Confinement Benefit. Benefits are payable as shown in the Schedule of Benefits for each day that the Insured Person is Confined in an Intensive Care Unit due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement. This benefit is {in addition to} {in lieu of} any other Confinement benefit under the Policy.}

**Emergency Room Benefit for Accidents.** Benefits are payable for treatment in a Hospital emergency room for an Injury as shown in the Schedule of Benefits. Treatment must be performed within 72 hours of the Accident.}

**Recurrent Confinements.** If the Company pays benefits for a period of Confinement, and the Insured Person is readmitted within 30 days of that Confinement for the same condition, the later Confinement will be treated as a continuation of the prior Confinement. If more than 30 days have passed between periods of Confinement for the same condition or the successive Confinement is for an unrelated cause, the Company will treat the later Confinement as a new Confinement.

### **(LIMITATIONS AND) EXCLUSIONS**

### {Limitations

**Pre-Existing Condition.** Benefits are not payable for a Pre-Existing Condition until {the earlier of:}

- 1. {the expiration of {6-12} consecutive months beginning with the Insured Person's Effective Date, for which the Insured Person has not received any medical care, consultation, diagnosis or treatment, or has not taken any prescribed drug or medicine on account of such condition; or}
- 2. the expiration of {6-24} consecutive months, beginning with the Insured Person's Effective Date.

"Pre-Existing Condition" means any Injury or Sickness for which medical treatment or advice was rendered or recommended by a licensed Physician within {6, 12} months prior to the Insured Person's Effective Date.}

### **Exclusions**

The Policy does not provide any benefits for the following:

- 1. suicide or any attempt of suicide, while sane or insane (in Colorado, Missouri or Montana, while sane);
- 2. any intentionally self-inflicted Injury or Sickness or any attempt thereat (in Colorado, Missouri or Montana, while sane);
- 3. Participation in a Riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss that occurs while acting in a lawful manner within the scope of authority;
- 4. committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation;
- 5. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, hang gliding or any hazardous sports activity for exhibition purposes;
- 6. flying as a pilot, crew member or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
- 7. any Injury occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Injury took place);
- 8. declared or undeclared war or acts thereof:
- 9. accidental bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company pro rata for any period of active duty);
- 10. Injury or Sickness arising out of or in the course of any occupation for compensation, wage or profit or benefits that the Insured Person is entitled to under any Workers' Compensation Law, Occupational Disease Law or similar law whether or not application for such benefits have been made;
- 11. treatment for the voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage;
- 12. {treatment for Mental or Nervous Disorders or Substance Abuse;}
- 13. the treatment of:
  - a. codependency;
  - b. social, occupational or religious maladjustment;
  - c. compulsive gambling; or
  - d. chronic marital or family problems when not related to the primary focus of treatment that must be a diagnosable Mental Disorder:
- 13. rest care or rehabilitative care and treatment;
- 14. cosmetic surgery or care or treatment solely for cosmetic purposes or complications from such surgery, care or treatment. This includes but is not limited to: reconstructive surgery and prosthetic devices, unless due to an Injury and performed within one year from the date of the Accident, or to repair a congenital or abnormal defect of a newborn child while covered under the Policy;
- 15. {Pregnancy}
- 16. dependent child maternity;
- 17. sex changes;
- 18. treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;

- 19. Confinement, care or services incurred prior to the Insured Person's Effective Date or that begin after termination of coverage;
- 20. Confinement, care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law;
- 21. Confinement in a rehabilitation facility;
- 22. Confinement or treatment that is not Medically Necessary; or
- 23. any Confinement or treatment not specifically covered in the Schedule of Benefits.

### TERMINATION OF INSURANCE

**Termination of the Policy.** The Policy may be terminated on the first of the following dates:

- 1. {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least {30-90} days prior to termination:
- 2. any date on or after the date the Company receives the Policyholder's written request for termination; or
- 3. the next premium due date following the date the Policyholder's number of covered Members falls below the Company's guidelines.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

**Termination of Insured's Coverage under the Policy.** An Insured's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Policy terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Insured submits a fraudulent claim;
- 4. {the first day of the month following} the date the Insured is no longer a Member of the Policyholder; or
- 5. {for retirees, the date the Insured attains age 65.}

{**Termination of Dependent's Coverage under the Policy.** The Dependent's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Insured's coverage terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Dependent submits a fraudulent claim;
- 4. the date the Dependent ceases to be an eligible Dependent, as defined;
- 5. {the date the Insured's spouse attains age 65;} or
- 6. the date the Policy is modified to exclude Dependent coverage.}

**Continuation of Coverage.** If an Insured Person's premium is paid and the Insured Person has been continuously covered under the Policy for a period of three months, coverage may be continued for that Insured Person if coverage terminated due to termination of employment or change in marital status.

Coverage will continue to the earlier of: 1) 120 days; 2) the end of the period for which the Insured Person's premium is paid; 3) the premium due date following the date the Insured Person becomes eligible for Medicare; or 4) the date the Policy is terminated.

Coverage is not available to an Insured Person who is eligible for Medicare coverage or full coverage under any other group accident and health policy.

**Extension of Benefits.** This provision applies if an Insured Person is Hospital Confined on the termination date of the Policy, unless termination is due to nonpayment of premiums. The Company will pay the same benefits for the duration of any Hospital Confinement or 90 days, whichever occurs first. No further premium payment is required to qualify for this extension of benefits.

#### **PREMIUMS**

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. The initial premium rates are shown in the Policyholder's application.

**Premium Changes.** The Company has the right to change the premium rates on any premium due date {on or after the first Policy Anniversary Date}. The Company will provide written notice at least  $\{31 - 120\}$  days before the date of change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

**Unpaid Premium.** When a claim is paid during the grace period, any premium due and unpaid for the Insured Person will be deducted from the claim payment.

### **CLAIM PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the Company {at 3130 Broadway, Kansas City, Missouri 64111-2406}, or to its authorized administrator or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the Policy for filing proof of loss.

**Proof of Loss.** Written proof of loss must be furnished to the Company at the Company's Home Office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims.** Any benefit payable under the Policy will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims.** All benefits will be payable to the Insured{, unless assigned}. Any benefits payable on or after the Insured's death will be paid to the first of the following living persons:

- 1. the Insured's spouse;
- 2. the Insured's children, equally;
- 3. the Insured's parents, equally; or
- 4. the Insured's brothers and sisters, equally.

If none of the above persons is living on the date of the Insured's death, the Company will pay the benefits to the Insured's estate.

If any benefit is payable to an estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to the amount allowed by the law of the state in which the minor or incompetent resides. Such payment will be made to the legal guardian of the minor or incompetent. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

**Assignment.** Benefits under the Policy may {not} be assigned.

**Right of Recovery.** If payment for claims exceeds the maximum amount payable under any benefit provisions or riders of the Policy, the Company has the right to recover the excess of such payments.

**Physical Examination and Autopsy.** The Company, at the Company's expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim. The Company, at the Company's expense, will have the right to make an autopsy in case of death, unless it is forbidden by law.

**Legal Actions.** No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of three years (six years in Alabama and South Carolina; five years in Kansas) after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person lives, the limit is extended to meet the minimum time allowed by such law.

### **GENERAL PROVISIONS**

**Certificates.** A Certificate will be provided to the Insured. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the Insured Person. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

**Choice of Physician.** The Insured Person is free to be treated by any Physician the Insured Person chooses.

**Clerical Error.** Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

**Conformity to Law.** Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Entire Contract.** The entire contract between the parties includes the Policy, any endorsement and riders, the Policyholder's application (that is attached to the Policy when issued) and the Insured's individual enrollment form, if any. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense of a claim hereunder unless it is contained in a written instrument signed by the Policyholder or the Insured designates, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time, in writing, by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two

years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as they relate to this insurance. The Company can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.

Misstatement of Age. If the age of an Insured Person has been misstated, the Company will make an equitable adjustment of premiums. The Company will refund to the Insured any excess premium paid over the amount due for the correct benefit amount. The Company will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the Company will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If an Insured Person is not eligible for coverage because of age, the Company will refund all premiums paid on and/or after the date the Insured Person was no longer eligible.

**Other Insurance with This Insurer.** Insurance that is effective at any one time on the Insured Person under a similar contract, policy or rider with the Company is limited to the one such plan elected by the Insured Person, the Insured Person's beneficiary or the Insured Person's estate. The Company will return all premiums paid for all other such plans issued after the first plan became effective.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.

### **SCHEDULE OF BENEFITS**

**{Policy Number:** {Policy Number}}

{**Policyholder:** {"ABC" Employer}}

**{Policy Effective Date:** {Month Day, Year}}

**{Policy Anniversary Date:** {Month Day, Year} and each {Month Day} thereafter}

**{Benefit Period:** {Month Day – Month Day}}

{Insured: {John Doe}} {Effective Date: {MM/DD/YYYY}}

{**Dependents:** {Spouse, Jane Doe}}

{Insured Person: {All Employees in an eligible class}

{All eligible Dependents, if elected}}

Insurance benefits are determined by this Schedule of Benefits and the terms of the Policy.

Benefit Amount

{Hospital Admission Benefit

per Insured Person {\$100 – \$3,000} per Benefit Period}

**Hospital Confinement Benefit** 

per Insured Person {\$100 - \$1,500} per day

{to a maximum of 30 consecutive days per Confinement and

365 days per Benefit Period}

{Percentage of Benefit Amount payable per day of

Confinement
Days 1 – 5 – 100%
Days 6 – 10 – 50%
Days 11 – 365 – 25% }

**{Intensive Care Unit Confinement Benefit** 

per Insured Person  $\{\{\$100 - \$1,500\}\ \text{per day}\}$ 

 $\{\text{to a maximum of } \{10-30\} \text{ days per Benefit Period}\}\}$ 

**Emergency Room Benefit for Accidents** 

per Insured Person, per occurrence {\$100 - \$1,000}}

THIS SCHEDULE OF BENEFITS IS ATTACHED TO AND MADE A PART OF YOUR CERTIFICATE OF INSURANCE. THIS SCHEDULE OF BENEFITS REPLACES AND CANCELS ALL OTHER SCHEDULES OF BENEFITS ISSUED PRIOR TO THE DATE SHOWN BELOW FOR THE PERSON(S) NAMED UNDER THIS POLICY NUMBER.

### Underwritten by Fidelity Security Life Insurance Company, Kansas City, Missouri 64111 Policy No. { **GROUP INFORMATION:** Tax ID #: Group Name: DBA Name (if other than above): City: ZIP: State: Business Address: State: ZIP: City: Mailing Address: {Correspondent}{Primary Contact}: Phone Number: ( ) Fax Number: ( E-Mail Address: Proprietorship Corporation Type of Business: Other (Specify): PLEASE NOTE THE FOLLOWING TYPE BUSINESSES REQUIRE PRIOR COMPANY APPROVAL: PEO Trust Union MEWA Indian Tribe {If any subsidiary or affiliated companies are to be insured or any Employees/Members are working at a location other than the address above, please list (subsidiary and affiliated companies require prior Company approval): Will this plan replace any existing coverage? \( \subseteq \text{Yes} \subseteq \text{No} \) If "Yes", name of existing insurer: **ELIGIBILITY:** Total number of Employees/Members: Number of Employees/Members eligible for this plan: Number of retirees eligible for this plan: Number of Employees/Members participating: {Number of Employees/Members and Dependents on COBRA Are Dependents covered under this Plan? Yes No or State Continuation: Are Domestic Partners covered under this Plan?\* Yes No {Minimum number of hours eligible Employees/Members must work per week: Waiting Period for new Employees/Members: None 30 Days 60 Days 90 Days Other; Open Enrollment Period (30 day period) from: to Number of Dependents to be covered: Dependent Children covered to age\*: { 19} { 23} 26\*\* Other Dependent Children covered if a full-time student?\* Yes No If "Yes," Dependent full-time students covered to age\*: $\{ \Box 23 \} \{ \Box 25 \} \Box 26** \Box 27 \text{ Other}$ \*Unless state law has different requirements. \*\*Dependent Children covered to age 26 regardless of financial dependency, residency, student status or marital status.} **BILLING:** Premiums will be remitted: Weekly Bi-weekly Semi-Monthly Monthly Quarterly Billing Method: List Bill Self Bill Electronic Fund Transfers ☐ Group ☐ Third Party Payor\* Mail Premium Notice to: Billing Information: Contact Person Name/Title: Mailing/Billing Address: Third Party Payor\*: Mailing Address: {Are multiple billings required? Yes No If Yes, attach a list of each location and their physical address. (NOTE: Agent must be licensed and appointed in each state.)} \* Third Party Payor is acting on behalf of the Group and not the Insurance Company. Third Party Payor must be approved by the Company or our designated administrator.

4 ENROLLMENT/PARTICIPATION REQU	IREMENTS:	
<b>Employee/Member Enrollment:</b> Each Employee/Member may request coverage for himself or herself {and his or her eligible Dependents}.}		
eligible will not be eligible again until {the ne	ach Employee/Member who waives or declines insurance when he or she becomes xt Policy anniversary date} {the next open enrollment for this plan}. {If insurance is such Dependents will not become eligible again until {the next Policy Anniversary .}}	
{ <b>Participation Requirement</b> Minimum Number of eligible Employees/Men	nbers that must be covered under the Policy:	
	Member's {or Dependent's} premium, 100% of all eligible Employees/Members {or	
5 PLAN SELECTION:		
{Please refer to the attached proposal page.} { Hospital Admission Benefit Hospital Confinement Benefit	{\$100 - \$3,000} per Benefit Period} {\$100 - \$1,500} per day {to a maximum of 30 consecutive days per Confinement and 365 days per Benefit Period} {Percentage of Benefit Amount payable per day of Confinement	
{☐ Intensive Care Unit Confinement Benefit {☐ Emergency Room Benefit for Accidents	Days $1-5-100\%$ Days $6-10-50\%$ Days $11-365-25\%$ { $$100-$1,500$ } per day {to a maximum of $\{10-30\}$ days per Benefit Period}} { $$100-$1,000$ }	
6 PREMIUMS:	[4100 41,000]]	
Rate Tier: $\{ \Box \ 3 \ \text{Tier} \} \ \{ \Box \ 4 \ \text{Tier} \}$	Premium Amount:	
{Dependent Cost: % 6 / 6 / 6 / 6 / 6 / 6 / 6 / 6 / 6 / 6		
<b>7</b> EFFECTIVE DATE:		
	for will be the first day of the month following the acceptance of the {Enrollment and receipt of premium payment.	
{Requested effective date for Group:	}	
{New Employees/Members are eligible the fire	st of the month following employment/membership.}	
	ecurity Life Insurance Company for Benefits. The Group agrees to maintain and and to forward premiums {monthly} {in advance} {in arrears}.	
application is signed. All statements are representation in determining whether or not the further understood and agreed that <b>NO INSURANC</b>	in this application and any attachments are correct and complete as of the date this ons and not warranties. The Group understands that the Company intends to rely on enrolling Employees/Members {and their Dependents} may become insured. It is <b>EE WILL BECOME EFFECTIVE UNTIL APPROVED BY THE COMPANY</b> ; the authority to modify any conditions of the application or the Policy by making any	
Group and the number of eligible Employees/Mempercentage of contributions is changed or the number affect the rates of the Group, the Company reserves the c	the premiums set forth herein based upon the percentage of contribution made by the labers. The Group is responsible for advising the Company of any changes. If the er of eligible Employees/Members is increased or decreased and such change would the right, without prejudice, to change the Group's premium to the applicable rate for in premium would become effective on the first of the month following the calendary	
C	and warning notice (if applicable) in this application for the Group's state of	
Signature of Group	Title Date	
	Daytime Telephone No.	

Date

Producer's Signature

{FRAUD WARNING NOTICE		
{For residents of all states	{Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an	
(except the following:)}	insurer, submits an application or files a claim containing a false or deceptive statement is guilty of	
	insurance fraud.}	
{Arkansas} {Louisiana}	{Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit	
{Rhode Island}	or knowingly presents false information in an application for insurance is guilty of a crime and	
{West Virginia}	may be subject to fines and confinement in prison.}	
{Colorado}	{It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an incompany for the games of defauding or etternating to defaud the company. Parallice	
	insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company	
	or agent of an insurance company who knowingly provides false, incomplete, or misleading facts	
	or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud	
	the policyholder or claimant with regard to a settlement or award payable from insurance proceeds	
	shall be reported to the Colorado Division of Insurance within the Department of Regulatory	
	Agencies.}	
{District of Columbia}	Warning: It is a crime to provide false or misleading information to an insurer for the purpose of	
<u> </u>	defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In	
	addition, an insurer may deny insurance benefits if false information materially related to a claim	
	was provided by the Applicant.}	
{Florida}	{Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a	
	statement of claim or an application containing any false, incomplete, or misleading information is	
	guilty of a felony in the third degree.}	
{Kentucky}	{Any person who knowingly and with intent to defraud any insurance company or other person	
	files an application for insurance containing any materially false information or conceals, for the	
	purpose of misleading, information concerning any fact material thereto commits a fraudulent	
{Maine} {Tennessee}	insurance act, which is a crime.}  {It is a crime to knowingly provide false, incomplete, or misleading information to an insurance	
{Washington}	company for the purpose of defrauding the company. Penalties may include imprisonment, fines or	
( washington)	a denial of insurance benefits.}	
{Maryland}	{Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss	
	or benefit or who knowingly or willfully presents false information in an application for insurance	
	is guilty of a crime and may be subject to fines and confinement in prison.}	
{Kansas} {Nebraska}	{Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an	
{Oregon} {Texas}	insurer, submits an application or files a claim containing a false or deceptive statement may be	
	guilty of insurance fraud.}	
{New Jersey}	{Any person who includes any false or misleading information on an application for an insurance	
	policy is subject to criminal and civil penalties.}	
{New Mexico}	{Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit	
	or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.}	
{North Carolina}	{Any person with the intent to injure, defraud, or deceive an insurer or insurance claimant is guilty	
(North Carollia)	of a crime (Class H felony) which may subject the person to criminal and civil penalties.}	
{Oklahoma}	{WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any	
	insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete	
	or misleading information is guilty of a felony.}	
{Pennsylvania}	{Any person who, knowingly and with intent to defraud any insurance company or other person,	
	files an application for insurance or statement of claim containing any materially false information	
	or conceals, for the purpose of misleading, information concerning any fact material thereto	
	commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil	
(7)	penalties.}	
{Virginia}	{Any person who, with the intent to defraud or knowing that he or she is facilitating a fraud	
	against an insurer, submits an application or files a claim containing a false or deceptive statement	
	may have violated state law.}	



# GROUP HOSPITAL CONFINEMENT INDEMNITY INSURANCE ENROLLMENT FORM

Policy No. {Policy #}

Underwritten by Fidelity Security Life Insurance Company, Kansas City, MO.

Please complete enrollment form by typing or printing in ink. {Group Name: Social Security Number: \_\_\_\_\_ / \_\_\_\_ Name: Address: State: Zip: City: Date of Birth: Sex: ☐ Male ☐ Female } {Employment Date: {E-Mail Address: {Plan Selected: **{DEPENDENT INFORMATION** I request coverage for my dependents (\*) listed below: {\*Dependents must be covered under {the Group's} {a} Major Medical plan to be eligible for this insurance.} Social Security Date of Birth Full-time Student Sex First Middle Initial Relationship Yes/No F Last Name MO/DAY/YR Number П Attach and sign a separate sheet of paper for additional dependents. Declination of Coverage: This section must be completed if you are declining coverage for yourself (and/or your Dependents). I have been given the opportunity to apply for group insurance provided through Fidelity Security Life Insurance Company. The reason I am not applying for coverage is: {I understand the Effective Date of Coverage for myself {and/or my Dependents} may not be available until the next Open Enrollment Period should I desire to apply at a later date unless I am not included as a Late Enrollee as defined in the Policy, or unless I apply for coverage during the Annual Open Enrollment Period.} {I authorize the above group to deduct my contribution for insurance premium from my wages or salary.} {I hereby represent that I have reviewed the fraud warning notice (if applicable) on the reverse side of this application for my state of residence.} {Place Fraud Statement here.}

Signature: ►

Date:

	{FRAUD WARNING NOTICE
{For residents of all states	{Any person who, with intent to defraud or knowing that he or she is facilitating a fraud
(except the following:)}	against an insurer, submits an application or files a claim containing a false or deceptive
(0.000): 1.0.0.0	statement is guilty of insurance fraud.}
{Arkansas} {Louisiana}	{Any person who knowingly presents a false or fraudulent claim for payment of a loss or
{Rhode Island}	benefit or knowingly presents false information in an application for insurance is guilty of
{West Virginia}	a crime and may be subject to fines and confinement in prison.}
{Colorado}	{It is unlawful to knowingly provide false, incomplete, or misleading facts or information to
	an insurance company for the purpose of defrauding or attempting to defraud the
	company. Penalties may include imprisonment, fines, denial of insurance, and civil
	damages. Any insurance company or agent of an insurance company who knowingly
	provides false, incomplete, or misleading facts or information to a policyholder or claimant
	for the purpose of defrauding or attempting to defraud the policyholder or claimant with
	regard to a settlement or award payable from insurance proceeds shall be reported to the
	Colorado Division of Insurance within the Department of Regulatory Agencies.}
(District of Columbia)	Warning: It is a crime to provide false or misleading information to an insurer for the
	purpose of defrauding the insurer or any other person. Penalties include imprisonment
	and/or fines. In addition, an insurer may deny insurance benefits if false information
	materially related to a claim was provided by the Applicant.}
{Florida}	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files
	a statement of claim or an application containing any false, incomplete, or misleading
(Maretualis)	information is guilty of a felony in the third degree.}
{Kentucky}	Any person who knowingly and with intent to defraud any insurance company or other
	person files an application for insurance containing any materially false information or
	conceals, for the purpose of misleading, information concerning any fact material thereto
{Maine} {Tennessee}	commits a fraudulent insurance act, which is a crime.}  {It is a crime to knowingly provide false, incomplete, or misleading information to an
{Washington}	insurance company for the purpose of defrauding the company. Penalties may include
(washington)	imprisonment, fines or a denial of insurance benefits.}
{Maryland}	Any person who knowingly or willfully presents a false or fraudulent claim for payment of
(maryiana)	a loss or benefit or who knowingly or willfully presents false information in an application
	for insurance is guilty of a crime and may be subject to fines and confinement in prison.}
{Kansas} {Nebraska}	Any person who, with intent to defraud or knowing that he or she is facilitating a fraud
{Oregon} {Texas}	against an insurer, submits an application or files a claim containing a false or deceptive
	statement may be guilty of insurance fraud.}
{New Jersey}	{Any person who includes any false or misleading information on an application for an
	insurance policy is subject to criminal and civil penalties.}
{New Mexico}	Any person who knowingly presents a false or fraudulent claim for payment of a loss or
	benefit or knowingly presents false information in an application for insurance is guilty of
	a crime and may be subject to civil fines and criminal penalties.}
{North Carolina}	Any person with the intent to injure, defraud, or deceive an insurer or insurance claimant
	is guilty of a crime (Class H felony) which may subject the person to criminal and civil
40111	penalties.}
{Oklahoma}	{WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any
	insurer, makes any claim for the proceeds of an insurance policy containing any false,
(Danna andreas 'a)	incomplete or misleading information is guilty of a felony.}
{Pennsylvania}	{Any person who, knowingly and with intent to defraud any insurance company or other
	person, files an application for insurance or statement of claim containing any materially
	false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects
	such person to criminal and civil penalties.}
{Virginia}	Any person who, with the intent to defraud or knowing that he or she is facilitating a fraud
(virginia)	against an insurer, submits an application or files a claim containing a false or deceptive
	statement may have violated state law.)
	Statement may have violated state law.j

SERFF Tracking #: FDLT-128611920 State Tracking #: Company Tracking #: M-9127

Fidelity Security Life Insurance Company

State:ArkansasFiling Company:TOI/Sub-TOI:H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name: Group Hospital Confinement Indemnity

Project Name/Number: Group Hospital Confinement Indemnity/M-9127

# **Supporting Document Schedules**

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved	09/11/2012
Comments:	Please see attached.		
Attachment(s):			
M-9127AR Readability Ce	ertification.pdf		
		Item Status:	Status Date:
Bypassed - Item:	Application	Approved	09/11/2012
Bypass Reason:	Not applicable. This is an initial filing. Applica	tion is attached to the Forms Schedule tab.	
Comments:			
		Item Status:	Status Date:
Satisfied - Item:	Statement of Variables	Approved	09/11/2012
Comments:	Please see attached.		
Attachment(s):			
M-9127AR Statement of \	/ariables.pdf		
		Item Status:	Status Date:
Satisfied - Item:	Redlines 8-20-12	Approved	09/11/2012
Comments:	Please see attached.		
Attachment(s):			
M-9127AR Redline 8-20-1	2.pdf		
C-9127AR Redline 8-20-1	2.pdf		
		Item Status:	Status Date:
Satisfied - Item:	Redlines 9-6-12	Approved	09/11/2012
Comments:			

SERFF Tracking #: FDLT-128611920 State Tracking #: Company Tracking #: M-9127

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

**Product Name:** Group Hospital Confinement Indemnity

**Project Name/Number:** Group Hospital Confinement Indemnity/M-9127

M-9127AR Redlined 9-6-12.pdf C-9127AR Redline 9-6-12.pdf

# FIDELITY SECURITY LIFE INSURANCE COMPANY

Kansas City, Missouri

In accordance with the NAIC Model Act, certain language has been excepted. Such language has been excepted. Such languages the following: (a) name and address of Fidelity Security Life Insurance Comname, number and title of the policy; index page; captions and subcaptions; specific pages, schedules and tables; (b) all words defined in the policy; and (c) medical terminol applicable.  * M-9127AR C-9127AR S-9127 A-01146 A-01147	forr		Life, certify that the Flesch reading ease score for policy limum requirements of the NAIC Policy Language Mode
C-9127AR S-9127 A-01146	incl nar pag	udes the following: (a) name and title of the policiples, schedules and tables; (b) all values.	nd address of Fidelity Security Life Insurance Company by; index page; captions and subcaptions; specifications
	*	C-9127AR S-9127 A-01146	Combined = 50

Martha E. Madden

Vice President and General Counsel

August 2, 2012

Date

# Explanation of Variables Forms M-9127AR, C-9127AR, S-9127, A-01146, A-01147

# POLICY – M-9127AR

Cover Page:	
Policy Number	Number and to the Delice by the Common
Policy Number	Number assigned to the Policy by the Company.
D.P. 1.11	D.P. 1.11.2. M
Policyholder	Policyholder's Name.
D. I. E.C. C. D.	FCC C D C C L D L
Policy Effective Date	Effective Date of the Policy.
Policy Anniversary Date	Anniversary Date of the Policy.
any premium due date	One option as elected by the Company and/or the Policyholder.
the first day of any month	
any date	
30-90	Number of days for termination notice within the range shown.
DEFINITIONS	
Dependent	The definition will be in or out depending upon whether or not
or Domestic Partner	Dependent coverage is elected by the Policyholder.
2. the child or children of the Insured or the Insured's	Domestic Partners may or may not be covered as elected by the
spouse who are under 26 years of age	Policyholder.
3. the unmarried Dependent child or children of the	Either item 2 or item 3 will be included for Dependent Children
Insured or of the Insured's spouse who are under {19-27}	depending upon whether or not the Policyholder elects to cover
years of age {({21-27} years of age if a full-time student)	Dependent Children to age 26 without restrictions or elects to cover
grandchild,	Dependent Children to a certain age and may or may not elect to cover
Full-time, as used in this definition, means actively	Dependent Children who are students. If Dependent Children who are
attending at least the minimum number of hours of class a	students are covered, the definition of Full-time will be included.
week the school considers as full-time status.	The ages for Dependent Children are within the range shown.
Domestic Partner	The definition will be in or out depending upon whether or not the
	Policyholder elects to cover Domestic Partners.
Employee	The minimum hourly requirement and retirees are in or out depending
and meeting the minimum hourly requirements shown in	upon the eligibility requirements of the Policyholder.
the Policyholder's application.	Retirees may be in or out as elected by the Policyholder and/or the
Employee also includes a retiree, but only if a retiree	Company.
class is requested by the Policyholder in the application	
for insurance.	
Home Office	The address may be changed if the Company moves its office.
3130 Broadway, Kansas City, Missouri, 64111-2406	
•	
Regular and Customary Activities	In or out depending upon whether or not the Delayed Effective Date
G	provision is included or not as elected by the Company.
Sickness	In or out depending upon whether or not Pregnancy is covered or
Sickness includes {Pregnancy and} Complications of	excluded.
Pregnancy. Sickness {includes} {does not include}	In or out depending upon whether or not Mental or Nervous and/or
Mental or Nervous Disorders {or} {and} Substance	Substance Abuse are covered as any other Sickness as elected by the
Abuse.	Policyholder and/or the Company.
1 AU MUVI	1 one photoer und or the company.
	1

ELIGIBILITY AND EFFECTIVE DATE	
Insured Eligibility and Effective Date first day of the month following the Insured's date of hire date shown in the Company's records first day of the month 15 <sup>th</sup> of the month date of receipt of the Insured's individual enrollment form	Only one option will be used as elected by the Policyholder and/or the Company.
Dependent Eligibility and Effective Date first day of the month following the date the Dependent first became eligible date shown in the Company's records first day of the month 15 <sup>th</sup> of the month date of receipt of the Dependent's individual enrollment form	The provision will be in or out depending upon whether or not Dependent coverage is elected by the Policyholder.  Only one option will be used as elected by the Policyholder and/or the Company.
Newborn and Adopted Children Eligibility and Effective Date	The provision will be in or out depending upon whether or not Dependent coverage is elected by the Policyholder.
<b>Delayed Effective Date</b> date shown in the Schedule of Benefits, first day of the month, 15 <sup>th</sup> of the month	The provision will be in or out depending upon the eligibility requirements of the Policyholder and/or the Company.  Only one option will be used as elected by the Policyholder and/or the Company.
Late Enrollees or Insured's Dependents' and/or any of the Insured's Dependents	The provision will be in or out depending upon the eligibility requirements of the Policyholder and/or the Company.  References to Dependents will be in or out depending upon whether or not Dependent coverage is elected by the Policyholder.
WHEN CHANGES IN COVERAGE OCCUR	
first, 15 <sup>th</sup>	Either day of the month as elected by the Policyholder and/or the Company.
BENEFITS	The Policyholder and/or the Company may elect to cover any combination of benefits. The Hospital Confinement Benefit will always be included.
Hospital Admission Benefit	The benefit will be in or out depending upon whether or not the Hospital Admission Benefit is elected by the Policyholder and/or the Company.
Intensive Care Unit Confinement Benefit in addition to in lieu of	The benefit will be in or out depending upon whether or not the Intensive Care Unit Confinement Benefit is elected by the Policyholder and/or the Company.  This benefit will either be in addition to or in lieu of other benefits provided under the Policy as elected by the Policyholder and/or the Company.
Emergency Room Benefit for Accidents	The benefit will be in or out depending upon whether or not the Emergency Room Benefit for Accidents is elected by the Policyholder and/or the Company.

LIMITATIONS AND EXCLUSIONS	If the Pre-existing Limitation is not used, the title will only include "Exclusions."
Limitations Pre-Existing Condition the earlier of 1. the expiration of {6-12} consecutive months beginning with the Insured Person's Effective Date, for which the Insured Person has not received any medical care, consultation, diagnosis or treatment, or has not taken any prescribed drug or medicine on account of such condition; or 2. 6-24	The limitation is in or out as elected by the Policyholder and/or the Company The limitation may include item 1 and 2 or only item 2 as elected by the Policyholder and/or the Company. The time frames are within the range shown as elected by the Company.
Exclusions 12. treatment for Mental or Nervous Disorders or Substance Abuse; 15. Pregnancy	In or out as elected by the Policyholder or the Company. Mental or Nervous Disorders and Substance Abuse may be included as any other Sickness or excluded.  In or out as elected by the Policyholder or the Company. Pregnancy may be included as any other Sickness or excluded.
TERMINATION OF INSURANCE	
Termination of the Policy any premium due date, the first day of any month, any date 30-90	For item 1, only one option will be used when the Policy will terminate as elected by the Policyholder and/or the Company. The time frame for notifying the Policyholder is within the range shown as elected by the Policyholder and/or the Company.
Termination of Insured's Coverage under the Policy the first day of the month following for retirees, the date the Insured attains age 65	Item 4 is in or out to allow coverage to continue through the end of the month if elected by the Policyholder and/or the Company.  Item 5 is in or out depending upon whether or not the Policyholder's eligibility requirements include coverage for retirees to age 65.
Termination of Dependent's Coverage under the Policy the date the Insured's spouse attains age 65	This provision is in or out depending upon whether or not Dependent coverage is elected by the Policyholder and/or the Company. Item 5 is in or out depending upon whether or not the Policyholder's eligibility requirements include coverage for a spouse to age 65.
PREMIUMS	
Premium Changes on or after the first Policy Anniversary Date 31 – 120	The phrase is in or out as elected by the Company.  The number of days within the range shown that notice of a premium change will be provided to the Policyholder.
CLAIM PROVISIONS	
Notice of Claim at 3130 Broadway, Kansas City, Missouri 64111-2406	The address may be changed if the Company moves its office.
Payment of Claims , unless assigned	In or out depending upon whether or not benefits can be assigned
Assignment not	In or out depending upon whether or not benefits can be assigned.

### **CERTIFICATE – C-9127AR**

Policy Number	Number assigned to the Policy by the Company. The Policy Number will either appear at the top on the face page of the Certificate or in the Schedule of Benefits.
Policyholder	Policyholder's Name. The Policyholder's name will either appear on the face page of the Certificate or in the Schedule of Benefits.
Policy Effective Date	Effective Date of the Policy. The Policy Effective Date will either appear on the face page of the Certificate or in the Schedule of Benefits.

Anniversary Date of the Policy. The Policy Anniversary Date will either appear on the face page of the Certificate or in the Schedule of Benefits.
In or out depending upon whether or not the Policyholder's name is printed on the face page of the Certificate or in the Schedule of Benefits.
Number assigned to the Policy by the Company. The Policy Number will be printed here if not printed at the top of the page.
The definition will be in or out depending upon whether or not Dependent coverage is elected by the Policyholder.  Domestic Partners may or may not be covered as elected by the Policyholder.  Either item 2 or item 3 will be included for Dependent Children depending upon whether or not the Policyholder elects to cover Dependent Children to age 26 without restrictions or elects to cover Dependent Children to a certain age and may or may not elect to cover Dependent Children who are students. If Dependent Children who are students are covered, the definition of Full-time will be included. The ages for Dependent Children are within the range shown.  The definition will be in or out depending upon whether or not the Policyholder elects to cover Domestic Partners.
upon the eligibility requirements of the Policyholder. Retirees may be in or out as elected by the Policyholder and/or the Company.
The address may be changed if the Company moves its office.
In or out depending upon whether or not the Delayed Effective Date provision is included or not as elected by the Company.
In or out depending upon whether or not Pregnancy is covered or excluded. In or out depending upon whether or not Mental or Nervous and/or Substance Abuse are covered as any other Sickness as elected by the Policyholder and/or the Company.
Only one option will be used as elected by the Policyholder and/or the Company.

Dependent Eligibility and Effective Date first day of the month following the date the Dependent first became eligible date shown in the Company's records first day of the month 15 <sup>th</sup> of the month date of receipt of the Dependent's individual enrollment form	The provision will be in or out depending upon whether or not Dependent coverage is elected by the Policyholder.  Only one option will be used as elected by the Policyholder and/or the Company.
Newborn and Adopted Children Eligibility and Effective Date	The provision will be in or out depending upon whether or not Dependent coverage is elected by the Policyholder.
Delayed Effective Date date shown in the Schedule of Benefits, first day of the month, 15 <sup>th</sup> of the month	The provision will be in or out depending upon the eligibility requirements of the Policyholder and/or the Company.  Only one option will be used as elected by the Policyholder and/or the Company.
Late Enrollees or Insured's Dependents' and/or any of the Insured's Dependents	The provision will be in or out depending upon the eligibility requirements of the Policyholder and/or the Company.  References to Dependents will be in or out depending upon whether or not Dependent coverage is elected by the Policyholder.
WHEN CHANGES IN COVERAGE OCCUR	
first, 15 <sup>th</sup>	Either day of the month as elected by the Policyholder and/or the Company.
BENEFITS	The Policyholder and/or the Company may elect to cover any combination of benefits. The Hospital Confinement Benefit will always be included.
Hospital Admission Benefit	The benefit will be in or out depending upon whether or not the Hospital Admission Benefit is elected by the Policyholder and/or the Company.
Intensive Care Unit Confinement Benefit in addition to in lieu of	The benefit will be in or out depending upon whether or not the Intensive Care Unit Confinement Benefit is elected by the Policyholder and/or the Company.  This benefit will either be in addition to or in lieu of other benefits provided under the Policy as elected by the Policyholder and/or the Company.
<b>Emergency Room Benefit for Accidents</b>	The benefit will be in or out depending upon whether or not the Emergency Room Benefit for Accidents is elected by the Policyholder and/or the Company.
LIMITATIONS AND EXCLUSIONS	If the Pre-existing Limitation is not used, the title will only include "Exclusions."
Limitations Pre-Existing Condition the earlier of 1. the expiration of {6-12} consecutive months beginning with the Insured Person's Effective Date, for which the Insured Person has not received any medical care, consultation, diagnosis or treatment, or has not taken any prescribed drug or medicine on account of such condition; or 2. 6-24	The limitation is in or out as elected by the Policyholder and/or the Company The limitation may include item 1 and 2 or only item 2 as elected by the Policyholder and/or the Company. The time frames are within the range shown as elected by the Company.
Exclusions 12. treatment for Mental or Nervous Disorders or Substance Abuse; 15. Pregnancy	In or out as elected by the Policyholder or the Company. Mental or Nervous Disorders and Substance Abuse may be included as any other Sickness or excluded.  In or out as elected by the Policyholder or the Company. Pregnancy may be included as any other Sickness or excluded.

TERMINATION OF INSURANCE	
Termination of the Policy any premium due date, the first day of any month, any date 30-90	For item 1, only one option will be used when the Policy will terminate as elected by the Policyholder and/or the Company. The time frame for notifying the Policyholder is within the range shown as elected by the Policyholder and/or the Company.
Termination of Insured's Coverage under the Policy the first day of the month following for retirees, the date the Insured attains age 65	Item 4 is in or out to allow coverage to continue through the end of the month if elected by the Policyholder and/or the Company.  Item 5 is in or out depending upon whether or not the Policyholder's eligibility requirements include coverage for retirees to age 65.
Termination of Dependent's Coverage under the Policy the date the Insured's spouse attains age 65	This provision is in or out depending upon whether or not Dependent coverage is elected by the Policyholder and/or the Company. Item 5 is in or out depending upon whether or not the Policyholder's eligibility requirements include coverage for a spouse to age 65.
PREMIUMS	
Premium Changes on or after the first Policy Anniversary Date 31 – 120	The phrase is in or out as elected by the Company.  The number of days within the range shown that notice of a premium change will be provided to the Policyholder.
CLAIM PROVISIONS	
Notice of Claim at 3130 Broadway, Kansas City, Missouri 64111-2406	The address may be changed if the Company moves its office.
Payment of Claims , unless assigned	In or out depending upon whether or not benefits can be assigned
Assignment not	In or out depending upon whether or not benefits can be assigned.

# **SCHEDULE OF BENEFITS – S-9127**

Policy Number	Number assigned to the Policy by the Company. The Policy Number will either appear in the Schedule of Benefits or the face page of the Certificate.
Policyholder	Policyholder's Name. The Policyholder's name will either appear in the Schedule of Benefits or the face page of the Certificate.
Policy Effective Date	Effective Date of the Policy. The Policy Effective Date will either appear in the Schedule of Benefits or the face page of the Certificate.
Policy Anniversary Date	Anniversary Date of the Policy. The Policy Anniversary Date will either appear in the Schedule of Benefits or the face page of the Certificate.
Benefit Period	The 12-month period for which benefits are payable.
Insured, Dependents Insured Person All Employees in an eligible class All eligible Dependents, if elected	Either the Insured's and Dependent's names (if Dependent coverage is elected) or the class of Insured Persons will be listed.
Effective Date	In or out depending upon whether or not the Insured's name or class of Insured Persons are listed.
Benefit Hospital Admission Benefit per Insured Person {\$100 - \$3,000} per Benefit Period	The benefit will be in or out depending upon whether or not the Hospital Admission Benefit is elected by the Policyholder and/or the Company. The benefit will be within the range shown in \$50 increments.

Hospital Confinement Benefit	Either option as elected by the Policyholder within the ranges shown: a
$\{\$100 - \$1,500\}$ per day	set dollar amount for a maximum of 30 consecutive days; or a percentage
{to a maximum of 30 consecutive days per Confinement and	of the stated dollar amount based upon the number of days in the hospital.
365 days per Benefit Period}	The benefit will be in \$50 increments.
{Percentage of Benefit Amount payable per day of	
Confinement	
Days $1 - 5 - 100\%$	
Days 6 – 10 – 50%	
Days 11 – 365 – 25% }	
Intensive Care Unit Confinement Benefit	The benefit will be in or out depending upon whether or not the Intensive
{\$100 – \$1,500} per day	Care Unit Confinement Benefit is elected by the Policyholder and/or the
to a maximum of $\{10 - 30\}$ days per Benefit Period	Company.
	The benefit will be within the range shown in \$50 increments.
	The number of days will be within the range shown.
Emergency Room Benefit for Accidents	The benefit will be in or out depending upon whether or not the
{\$100 - \$1,000}	Emergency Room Benefit for Accidents is elected by the Policyholder
(ψ100 - ψ1,000)	and/or the Company.
	The benefit will be within the range shown in \$100 increments.
	The benefit will be within the range shown in \$100 merchents.
Date Prepared	In or out as elected by the Company or the Administrator. The date the
DD/MM/YYYY	Schedule is created for issue.

### <u>APPLICATION – A-01146</u>

Policy Number	The Policy Number series assigned to the product by the Company.
GROUP INFORMATION	
Correspondent, Primary Contact	Either option as elected by the Company and/or the Marketer.
If any subsidiary or affiliated companies are to be insured	In or out depending upon the type of group to whom this product is
or any Employees/Members are working at a location	marketed.
other than the address above, please list (subsidiary and	
affiliated companies require prior Company approval):	
ELIGIBILITY	
Are retirees to be covered? Yes No If "Yes,"	In or out depending upon the type of group to whom this product is
number of retirees eligible for this plan:	marketed.
-	
Number of Employees/Members and Dependents on	In or out depending upon the type of group to whom this product is
COBRA or State Continuation:	marketed.
Minimum number of hours eligible Employees/Members	In or out depending upon the type of group to whom this product is
must work per week:	marketed.
Number of Dependents to be covered:	Dependent information is in or out depending upon whether or not
Are Domestic Partners covered under this Plan?*	Dependent coverage is elected by the Policyholder and/or the
Dependent Children covered to age*:	Company. The Dependent Children age options may all be included or
$\{ \Box 19 \} \{ \Box 23 \} \Box 26** \text{ Other} $	only certain options as elected by the Company.
Dependent Children covered if a full-time student?*	
If "Yes," Dependent full-time students covered to age*:	
$\square$ 23} { $\square$ 25} $\square$ 26** $\square$ 27 Other	
*Unless state law has different requirements.	
**Dependent Children covered to age 26 regardless of	
financial dependency, residency, student status or marital	
status.	

BILLING	
Are multiple billings required?  Yes No If Yes, attach a list of each location and their physical address. (NOTE: Agent must be licensed and appointed in each state.)	In or out depending upon the type of group to whom this product is marketed and whether or not the Company or the Administrator will allow multiple billings.
Policy Form #	The Policy Form Number of the policies with which this application may be used.
ENDALI MENT/DADTICIDATION DEGLIDEMENTS	This section will list the eligibility requirements of the Policyholder.
ENROLLMENT/PARTICIPATION REQUIREMENTS Employee/Member Enrollment: Each Employee/Member may request coverage for himself or herself {and his or her eligible Dependents}.  Delayed Effective Date/Late Enrollees: Each Employee/Member who waives or declines insurance when he or she becomes eligible will not be eligible again until {the next Policy anniversary date} {the next open enrollment for this plan}. {If insurance is waived or declined for eligible Dependents, such Dependents will not become eligible again until {the next Policy Anniversary Date} {the next open enrollment for this plan}.  Participation Requirement Minimum Number of eligible Employees/Members that must be covered under the Policy: If the Group pays 100% of the Employee's/Member's {or Dependent's} premium, 100% of all eligible Employees/Members {or Dependents} must be covered under the Policy.	Dependent information is in or out depending upon whether or not Dependent coverage is elected by the Policyholder and/or the Company.
PLAN SELECTION	This section will either reference the proposal page or will show benefit election options to allow the Policyholder to elect the benefits. The Benefits may be a combination of two or more benefits, but the Hospital Confinement Benefit will always be included. The Benefit amounts will be within the range provided.
DD EL CHU CO	
PREMIUMS  Dependent Cost:% Group Contribution% Employee/Member Contribution	In or out depending upon whether or not Dependent coverage is elected by the Policyholder and/or the Company.
Are Employee/Member {and Dependent} premiums paid through a Section 125 Plan? Yes No	In or out depending upon the type of group to whom this product is marketed. References to Dependent are in or out depending upon whether or not Dependent coverage is elected by the Policyholder and/or the Company.
Are Employee/Member {and Dependent} premiums collected via payroll deduction?  Yes No	In or out depending upon the type of group to whom this product is marketed. References to Dependent are in or out depending upon whether or not Dependent coverage is elected by the Policyholder and/or the Company.
Dramiums shall be payable (monthly) (in advance) (in	Dramiuma will aither he nevable in advance or in a second at
Premiums shall be payable {monthly} {in advance} {in arrears} at the rates {set forth in this application} {shown in the attached proposal page}.	Premiums will either be payable in advance or in arrears as requested by the Policyholder and/or the Company. In addition, premiums may be payable other than monthly as requested by the Policyholder. The premium rates will either be shown in this section or in the proposal page attached to the application.

EFFECTIVE DATE	
The effective date of this insurance applied for will be the	Eligibility information may be provided either by enrollment forms or
first day of the month following the acceptance of the	eligibility file as elected by the Policyholder and/or the Company. The
{Enrollment Forms} {or} {eligibility file} by the	Policyholder may request a specific effective date if allowed by the
Company and receipt of premium payment.	Company. The sentence regarding new employees/members is in or out
New Employees/Members are eligible the first of the month following employment/membership.	depending upon the Policyholder's eligibility requirements.
monthly, in advance, in arrears	Premiums will either be payable in advance or in arrears as requested
	by the Policyholder and/or the Company. In addition, premiums may
	be payable other than monthly as requested by the Policyholder.
and their Dependents	Dependent information is in or out depending upon whether or not
	Dependent coverage is elected by the Policyholder and/or the
	Company.
I hereby represent that I have reviewed the fraud	Either the sentence and fraud page is used or the state-specific fraud
warning notice (if applicable) in this application for the	statement is placed above the signature as elected by the Marketer
Group's state of domicile. Place Fraud Statement here.	and/or the Company.
Trace Pradu Statement nere.	
FRAUD WARNING NOTICE	This page is in or out depending upon whether or not the Marketer
THEOR WITH THE TOTAL OF THE TOT	and/or the Company places the state-specific fraud statement above the
	signature or uses the fraud page.
	C The Control of the

# ENROLLMENT FORM – A-01147

Policy Number	Number assigned to the Policy by the Company.
Group Name	Group's Name. In or out as elected by the Administrator and/or the Company.
E-Mail Address	In or out as elected by the Administrator and/or the Company.
Employment Date	In or out as elected by the Administrator and/or the Company.
Plan Selected	In or out depending upon whether or not the Group has elected more than one plan for the Insureds to elect.
DEPENDENT INFORMATION	In or out depending on whether Dependent coverage is elected by the Policyholder and/or the Company.
*Dependents must be covered under {the Group's} {a} Major Medical plan to be eligible for this insurance.	In or out depending upon the underwriting requirements of the Group. Either option to require coverage under the Group's Major Medical plan or under any Major Medical plan.
Declination of Coverage and/or your Dependents I understand the Effective Date of Coverage for myself {and/or my Dependents} may not be available until the next Open Enrollment Period should I desire to apply at a later date unless I am not included as a Late Enrollee as defined in the Policy, or unless I apply for coverage during the Annual Open Enrollment Period.	Dependent information is in or out depending upon whether or not Dependent coverage is elected by the Policyholder and/or the Company.  Declination may include waiting until the next open enrollment as elected by the Group and/or the Company. All employees/members of the same Group will be treated the same.
I authorize the above group to deduct my contribution for insurance premium from my wages or salary.	In or out as elected by the Administrator and/or the Company

I hereby represent that I have reviewed the fraud warning notice (if applicable) in this application for the Group's state of domicile.  Place Fraud Statement here.	Either the sentence and fraud page is used or the state-specific fraud statement is placed above the signature as elected by the Marketer and/or the Company.
FRAUD WARNING NOTICE	This page is in or out depending upon whether or not the Marketer and/or the Company places the state-specific fraud statement above the signature or uses the fraud page.



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

**POLICY NUMBER:** {Policy Number}

**POLICYHOLDER:** {"ABC" Employer}

STATE OF ISSUE: Arkansas

**POLICY EFFECTIVE DATE:** {Month Day, Year}

**POLICY ANNIVERSARY DATE:** {Month Day, Year and each Month Day thereafter}

Fidelity Security Life Insurance Company ("the Company") agrees to pay benefits provided by the Policy in accordance with its terms and conditions.

The Policy is issued by acceptance of the application of the Policyholder (a copy of which is attached) and receipt by the Company of the premiums.

All periods of time under the Policy begin and end at 12:01 a.m. Local Time at the Policyholder's business address.

The Company may terminate the Policy on {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date. Written notice must be provided to the Policyholder at least {30-90} days prior to termination. The Policyholder may terminate the Policy on any date on or after the date the Company receives the Policyholder's written request for termination.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

Secretary

GROUP HOSPITAL CONFINEMENT INDEMNITY POLICY
THIS IS A LIMITED BENEFIT POLICY
RENEWABLE AT THE OPTION OF THE COMPANY

Please read the Policy carefully.

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### **DEFINITIONS**

**Accident** means an event occurring by chance or unintentionally after the Insured Person's Effective Date. An Accident must be independent of any Sickness.

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the Schedule of Benefits, a Benefit Period is a Calendar Year.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

**Company** means Fidelity Security Life Insurance Company.

### **Complications of Pregnancy** means:

- 1. a condition that, while affected by Pregnancy, is still classified by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany Pregnancy;
- 2. a non-elective cesarean section;
- 3. an extrauterine or ectopic Pregnancy; or
- 4. a spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include: false labor, premature labor, high risk Pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, pre-eclampsia or placenta previa or similar conditions that occur in a difficult Pregnancy.

**Confined/Confinement** means the Insured Person is a registered bed patient in a Hospital for a minimum of 24 consecutive hours. The Confinement must be Medically Necessary and be ordered by a licensed Physician.

Confinement does not include treatment received in a Hospital emergency room, the outpatient department of a Hospital or skilled nursing facility.

**[Dependent** means any of the following whose coverage under the Policy has become effective and has not ended:

- 1. the Insured's lawful spouse{ or Domestic Partner};
- 2. {the child or children of the Insured or the Insured's spouse who are under 26 years of age;}
- 3. {the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under {19-27} years of age {({21-27} years of age if a full-time student)};} and
- 4. the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age {19-27}, provided such child was an Insured Person on the day immediately prior to attaining age {19-27}, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company.

Dependent includes a step-child, foster child, {grandchild,} legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. {Full-time, as used in this definition, means actively attending at least the minimum number of hours of class a week the school considers as full-time status.}}

**(Domestic Partner** means an adult who is in a committed relationship with the Insured and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. The term "spouse," wherever used, will include a Domestic Partner.}

**Effective Date** means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured Person, the date the Insured Person becomes covered under the Policy as shown in the Company's records. The Effective Date will begin at 12:01 a.m. Local Time at the Policyholder's business address.

**Employee** means a person employed by the Policyholder {and meeting the minimum hourly requirements shown in the Policyholder's application.} If the Employer is a proprietorship or partnership, the individual proprietor or each of the partners is an Employee only if engaged in the regular business of the Employer for the minimum hourly requirement shown in the Policyholder's application. No director of a corporate Employer is an Employee solely because of such directorship. {Employee also includes a retiree, but only if a retiree class is requested by the Policyholder in the application for insurance.}

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company wholly owned by the Policyholder and named in the Policyholder's application.

**Home Office** means the Company's office located at {3130 Broadway, Kansas City, Missouri, 64111-2406}.

**Hospital** means an institution that meets all the following requirements:

- 1. it must be operated according to law;
- 2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an Inpatient basis;
- 3. it must provide diagnostic and surgical facilities supervised by Physicians;
- 4. Registered Nurses must be on 24-hour call or duty; and
- 5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

Hospital does not mean a convalescent, <u>rehabilitation</u>, nursing, rest or extended care facility or a facility operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facility is operated as a separate institution by a Hospital.

**Immediate Family** means an Insured Person or an Insured Person's spouse, parent, child, grandparent, brother, sister, inlaw or any person residing in the Insured Person's home.

**Injury** means bodily Injury sustained by an Insured Person, directly and independently of all other causes, that occurs while the Policy is in force. All Injuries sustained by an Insured Person in any one Accident are considered a single Injury.

**Inpatient** means the Insured Person is Hospital Confined when covered services are received.

**Insured** means an Employee of the Policyholder whose coverage under the Policy has become effective and has not ended.

**Insured Person** means either an Insured or Dependent.

**Intensive Care Unit (ICU)** means a specialized unit of the Hospital containing special equipment and specially trained staff necessary for the care of seriously ill patients requiring immediate and continuous attention.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- 1. it is provided only as a convenience to the Insured Person or provider;
- 2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- 3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- 4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Mental or Nervous Disorder** means any psychiatric, mental, nervous or emotional illness, disease or disorder that is of mental or physical origin. These conditions are listed under the diagnostic categories listed in the Mental Disorders section of the International Classification of Diseases as periodically revised.

**Physician** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured Person or a member of the Insured Person's Immediate Family.

**Policyholder** means the Employer in whose name the Policy is issued.

**Pregnancy** means a Pregnancy which is terminated by childbirth, other than an elective cesarean section or an elective abortion.

{Regular and Customary Activities means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while Confined in a Hospital or other medical institution may not be used to meet this requirement.}

**Schedule of Benefits** means the page which gives basic information referenced in the Certificate.

**Sickness** means a disease or illness, or more than one disease or illness, resulting from the same or related causes or conditions, including all complications thereof and all related conditions and recurrences resulting in medical expenses insured under the Policy or otherwise resulting in a claim for benefits while the Policy is in force with respect to the Insured Person for whom the claim is made. Sickness includes {Pregnancy and} Complications of Pregnancy. Sickness {includes} {does not include} Mental or Nervous Disorders {or} {and} Substance Abuse.

Substance Abuse means abuse or addiction to alcohol, drugs or chemicals.

### **ELIGIBILITY AND EFFECTIVE DATE**

New eligible persons will be added from time to time. In no event will coverage for any person become effective before the Policy Effective Date.

**Insured Eligibility and Effective Date.** Eligibility requirements are defined in the Policyholder's application. Coverage will be effective on the {first day of the month following the Insured's date of hire} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Insured's individual enrollment form}, subject to approval of the Insured's individual enrollment form, if any, and payment of the first premium.

**(Dependent Eligibility and Effective Date.** Insurance may be available to Dependents only if the Insured is eligible for such insurance under the Policy. An Insured's Dependents will be eligible for insurance under the Policy if the Dependent meets the eligibility requirements in the Policyholder's application. Coverage will be effective on the {first day of the month following the date the Dependent first became eligible} {date shown in the Company's records} {first day of the month} {date of receipt of the Dependent's individual enrollment form}, subject to approval of the Dependent's individual enrollment form, if any, and payment of the first premium. In no event, will coverage for any Dependent become effective before the Insured's Effective Date.

Newborn and Adopted Children Eligibility and Effective Date. Coverage under the Policy for a newborn child will be effective from the moment of birth and will continue until the next premium due date or 90 days, whichever is later. Coverage under the Policy for an adopted child, child placed with the Insured for adoption, or child for whom the Insured is a party in a suit to adopt will be effective from the moment of birth, adoption, placement, or filing of such suit and will continue until the next premium due date or 60 days, whichever is later. After the premium due date, if additional premium is required, coverage will continue only if the Company has been notified in writing, within 90 days after the birth for the newborn child or within 60 days after the date of adoption or filing the petition for adoption, and any additional premium due has been paid. Coverage for a newly born child will include coverage for Hospital Confinement due to Injury, Sickness, congenital defects, birth abnormalities and premature birth. In no event will coverage for such child become effective before the Insured's Effective Date.}

{**Delayed Effective Date.** If an eligible person is: 1) Confined at home or in a Hospital or medical institution for any condition covered by the Policy; or 2) not engaged in his or her Regular and Customary Activities on the date coverage would otherwise begin; then coverage will begin on the {date shown in the Schedule of Benefits } {first day of the month} {15<sup>th</sup> of the month} following the date he or she: 1) is no longer Confined at home or in a Hospital or medical institution; and 2) engages in his or her Regular and Customary Activities.}

**{Late Enrollees.** If the Insured does not apply for coverage on the Insured's {or Insured's Dependents'} initial eligibility date, the Insured may not apply for coverage for the Insured {and/or any of the Insured's Dependents} until the next Policy Anniversary Date.}

### WHEN CHANGES IN COVERAGE OCCUR

Any change in benefits that occurs automatically under the Policy provisions or Schedule of Benefits will become effective on the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date that the status of the Insured Person has changed.

If any change in benefits or coverage is requested, the change will become effective as of the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date of the Company's approval. If that change increases benefits or coverage, the effective date of the change will be delayed as shown in the Eligibility and Effective Date section.

### **BENEFITS**

The following benefits are payable, subject to the terms, conditions, limitations, exclusions and Schedule of Benefits.

{Hospital Admission Benefit. Benefits are payable as shown in the Schedule of Benefits for admission to a Hospital for an Insured Person if the Insured Person is admitted as a registered bed patient for a period of 24 consecutive hours or longer due to an Injury or Sickness. The benefit is limited to one benefit per Insured Person per Benefit Period and is paid in addition to any other benefits provided by the Policy.}

**Hospital Confinement Benefit.** Benefits are payable as shown in the Schedule of Benefits for each day that an Insured Person is Confined to a Hospital due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement.

{Intensive Care Unit Confinement Benefit. Benefits are payable as shown in the Schedule of Benefits for each day that the Insured Person is Confined in an Intensive Care Unit due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement. This benefit is {in addition to} {in lieu of} any other Confinement benefit under the Policy.}

**Emergency Room Benefit for Accidents.** Benefits are payable for treatment in a Hospital emergency room for an Injury as shown in the Schedule of Benefits. Treatment must be performed within 72 hours of the Accident.}

**Recurrent Confinements.** If the Company pays benefits for a period of Confinement, and the Insured Person is readmitted within 30 days of that Confinement for the same condition, the later Confinement will be treated as a continuation of the prior Confinement. If more than 30 days have passed between periods of Confinement for the same condition or the successive Confinement is for an unrelated cause, the Company will treat the later Confinement as a new Confinement.

### **{LIMITATIONS AND} EXCLUSIONS**

### {Limitations

**Pre-Existing Condition.** Benefits are not payable for a Pre-Existing Condition until {the earlier of:}

- 1. {the expiration of {6-12} consecutive months beginning with the Insured Person's Effective Date, for which the Insured Person has not received any medical care, consultation, diagnosis or treatment, or has not taken any prescribed drug or medicine on account of such condition; or}
- 2. the expiration of {6-24} consecutive months, beginning with the Insured Person's Effective Date.

"Pre-Existing Condition" means any Injury or Sickness for which medical treatment or advice was rendered or recommended by a licensed Physician within {6, 12} months prior to the Insured Person's Effective Date.}

### **Exclusions**

The Policy does not provide any benefits for the following:

- 1. suicide or any attempt of suicide, while sane or insane (in Colorado, Missouri or Montana, while sane);
- 2. any intentionally self-inflicted Injury or Sickness or any attempt thereat (in Colorado, Missouri or Montana, while sane);
- 3. Participation in a Riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss that occurs while acting in a lawful manner within the scope of authority;
- 4. committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation;
- 5. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, hang gliding or any hazardous sports activity for exhibition purposes;
- 6. flying as a pilot, crew member or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
- 7. any Injury occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Injury took place);
- 8. declared or undeclared war or acts thereof:
- 9. accidental bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company pro rata for any period of active duty);
- 10. Injury or Sickness arising out of or in the course of any occupation for compensation, wage or profit or benefits that the Insured Person is entitled to under any Workers' Compensation Law, Occupational Disease Law or similar law whether or not application for such benefits have been made;
- 11. treatment for the voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage;
- 12. {treatment for Mental or Nervous Disorders or Substance Abuse;}
- 13. the treatment of:
  - a. codependency;
  - b. social, occupational or religious maladjustment;
  - c. compulsive gambling; or
  - d. chronic marital or family problems when not related to the primary focus of treatment that must be a diagnosable Mental Disorder;
- 13. rest care or rehabilitative care and treatment;
- 14. cosmetic surgery or care or treatment solely for cosmetic purposes or complications from such surgery, care or treatment. This includes but is not limited to: reconstructive surgery and prosthetic devices, unless due to an Injury and performed within one year from the date of the Accident, or to repair a congenital or abnormal defect of a newborn child while covered under the Policy;
- 15. {Pregnancy}
- 16. dependent child maternity;
- 17. sex changes;
- 18. treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;

- 19. Confinement, care or services incurred prior to the Insured Person's Effective Date or that begin after termination of coverage;
- <u>20.</u> Confinement, care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law;
- 20.21. Confinement in a rehabilitation facility;
- 21.22. Confinement or treatment that is not Medically Necessary; or
- 22.23. any Confinement or treatment not specifically covered in the Schedule of Benefits.

### TERMINATION OF INSURANCE

**Termination of the Policy.** The Policy may be terminated on the first of the following dates:

- 1. {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least {30-90} days prior to termination;
- 2. any date on or after the date the Company receives the Policyholder's written request for termination; or
- 3. the next premium due date following the date the Policyholder's number of covered employees falls below the Company's guidelines.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

**Termination of Insured's Coverage under the Policy.** An Insured's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Policy terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Insured submits a fraudulent claim;
- 4. {the first day of the month following} the date the Insured is no longer an Employee of the Policyholder; or
- 5. {for retirees, the date the Insured attains age 65.}

{**Termination of Dependent's Coverage under the Policy.** The Dependent's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Insured's coverage terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Dependent submits a fraudulent claim;
- 4. the date the Dependent ceases to be an eligible Dependent, as defined;
- 5. {the date the Insured's spouse attains age 65;} or
- 6. the date the Policy is modified to exclude Dependent coverage.}

**Extension of Benefits.** This provision applies if an Insured Person is Hospital Confined on the termination date of the Policy, unless termination is due to nonpayment of premiums. The Company will pay the same benefits for the duration of any Hospital Confinement or 90 days, whichever occurs first. No further premium payment is required to qualify for this extension of benefits.

### **PREMIUMS**

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. The initial premium rates are shown in the Policyholder's application.

**Premium Changes.** The Company has the right to change the premium rates on any premium due date {on or after the first Policy Anniversary Date}. The Company will provide written notice at least  $\{31 - 120\}$  days before the date of change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

**Unpaid Premium.** When a claim is paid during the grace period, any premium due and unpaid for the Insured Person will be deducted from the claim payment.

### **CLAIM PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the Company {at 3130 Broadway, Kansas City, Missouri 64111-2406}, or to its authorized administrator or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the Policy for filing proof of loss.

**Proof of Loss.** Written proof of loss must be furnished to the Company at the Company's Home Office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims.** Any benefit payable under the Policy will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims.** All benefits will be payable to the Insured{, unless assigned}. Any benefits payable on or after the Insured's death will be paid to the first of the following living persons:

- 1. the Insured's spouse;
- 2. the Insured's children, equally;
- 3. the Insured's parents, equally; or
- 4. the Insured's brothers and sisters, equally.

If none of the above persons is living on the date of the Insured's death, the Company will pay the benefits to the Insured's estate.

If any benefit is payable to an estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to the amount allowed by the law of the state in which the minor or incompetent resides. Such payment will be made to the legal guardian of the minor or incompetent. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

**Assignment.** Benefits under the Policy may {not} be assigned.

**Right of Recovery.** If payment for claims exceeds the maximum amount payable under any benefit provisions or riders of the Policy, the Company has the right to recover the excess of such payments.

**Physical Examination and Autopsy.** The Company, at the Company's expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim. The Company, at the Company's expense, will have the right to make an autopsy in case of death, unless it is forbidden by law.

**Legal Actions.** No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of three years (six years in Alabama and South Carolina; five years in Kansas) after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person lives, the limit is extended to meet the minimum time allowed by such law.

### GENERAL PROVISIONS

**Certificates.** A Certificate will be provided to the Insured. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the Insured Person. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

**Choice of Physician.** The Insured Person is free to be treated by any Physician the Insured Person chooses.

**Clerical Error.** Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

**Conformity to Law.** Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Entire Contract.** The entire contract between the parties includes the Policy, any endorsement and riders, the Policyholder's application (that is attached to the Policy when issued) and the Insured's individual enrollment form, if any. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense of a claim hereunder unless it is contained in a written instrument signed by the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time, in writing, by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible

must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as they relate to this insurance. The Company can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.

Misstatement of Age. If the age of an Insured Person has been misstated, the Company will make an equitable adjustment of premiums. The Company will refund to the Insured any excess premium paid over the amount due for the correct benefit amount. The Company will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the Company will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If an Insured Person is not eligible for coverage because of age, the Company will refund all premiums paid on and/or after the date the Insured Person was no longer eligible.

**Other Insurance with This Insurer.** Insurance that is effective at any one time on the Insured Person under a similar contract, policy or rider with the Company is limited to the one such plan elected by the Insured Person, the Insured Person's beneficiary or the Insured Person's estate. The Company will return all premiums paid for all other such plans issued after the first plan became effective.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

**{POLICY NUMBER:** {Policy Number}}

**{POLICYHOLDER:** {"ABC" Employer}}

**{POLICY EFFECTIVE DATE:** {Month Day, Year}}

{**POLICY ANNIVERSARY DATE:** {Month Day, Year and each Month Day thereafter}}

The Certificate is issued to Insureds of the {above} Policyholder whose coverage is in effect according to the Company's records.

The Certificate describes the principal provisions of the Policy. Benefits are provided only while coverage is in force for an Insured Person according to the terms of the Policy.

All periods of insurance begin and end at 12:01 a.m. Local Time at the Policyholder's business address.

This Certificate replaces all certificates that may have been previously issued to the Insured under the Policy.

The Policy may be amended, changed, cancelled or discontinued without the consent of any Insured Person.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

ident Secretary

GROUP HOSPITAL CONFINEMENT INDEMNITY CERTIFICATE
THIS IS A LIMITED BENEFIT CERTIFICATE
RENEWABLE AT THE OPTION OF THE COMPANY

Please read the Certificate carefully.

C-9127AR {Policy Number}

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#### **DEFINITIONS**

**Accident** means an event occurring by chance or unintentionally after the Insured Person's Effective Date. An Accident must be independent of any Sickness.

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the Schedule of Benefits, a Benefit Period is a Calendar Year.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

**Company** means Fidelity Security Life Insurance Company.

# **Complications of Pregnancy** means:

- 1. a condition that, while affected by Pregnancy, is still classified by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany Pregnancy;
- 2. a non-elective cesarean section;
- 3. an extrauterine or ectopic Pregnancy; or
- 4. a spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include: false labor, premature labor, high risk Pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, pre-eclampsia or placenta previa or similar conditions that occur in a difficult Pregnancy.

**Confined/Confinement** means the Insured Person is a registered bed patient in a Hospital for a minimum of 24 consecutive hours. The Confinement must be Medically Necessary and be ordered by a licensed Physician.

Confinement does not include treatment received in a Hospital emergency room, the outpatient department of a Hospital or skilled nursing facility.

**Dependent** means any of the following whose coverage under the Policy has become effective and has not ended:

- 1. the Insured's lawful spouse { or Domestic Partner};
- 2. {the child or children of the Insured or the Insured's spouse who are under 26 years of age;}
- 3. {the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under {19-27} years of age {({21-27} years of age if a full-time student)};} and
- 4. the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age {19-27}, provided such child was an Insured Person on the day immediately prior to attaining age {19-27}, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company.

Dependent includes a step-child, foster child, {grandchild,} legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. {Full-time, as used in this definition, means actively attending at least the minimum number of hours of class a week the school considers as full-time status.}}

**(Domestic Partner** means an adult who is in a committed relationship with the Insured and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. The term "spouse," wherever used, will include a Domestic Partner.}

**Effective Date** means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured Person, the date the Insured Person becomes covered under the Policy as shown in the Company's records. The Effective Date will begin at 12:01 a.m. Local Time at the Policyholder's business address.

**Employee** means a person employed by the Policyholder {and meeting the minimum hourly requirements shown in the Policyholder's application.} If the Employer is a proprietorship or partnership, the individual proprietor or each of the partners is an Employee only if engaged in the regular business of the Employer for the minimum hourly requirement shown in the Policyholder's application. No director of a corporate Employer is an Employee solely because of such directorship. {Employee also includes a retiree, but only if a retiree class is requested by the Policyholder in the application for insurance.}

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company wholly owned by the Policyholder and named in the Policyholder's application.

**Home Office** means the Company's office located at {3130 Broadway, Kansas City, Missouri, 64111-2406}.

**Hospital** means an institution that meets all the following requirements:

- 1. it must be operated according to law;
- 2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an Inpatient basis;
- 3. it must provide diagnostic and surgical facilities supervised by Physicians;
- 4. Registered Nurses must be on 24-hour call or duty; and
- 5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

Hospital does not mean a convalescent, <u>rehabilitation</u>, nursing, rest or extended care facility or a facility operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facility is operated as a separate institution by a Hospital.

**Immediate Family** means an Insured Person or an Insured Person's spouse, parent, child, grandparent, brother, sister, inlaw or any person residing in the Insured Person's home.

**Injury** means bodily Injury sustained by an Insured Person, directly and independently of all other causes, that occurs while the Policy is in force. All Injuries sustained by an Insured Person in any one Accident are considered a single Injury.

**Inpatient** means the Insured Person is Hospital Confined when covered services are received.

**Insured** means an Employee of the Policyholder whose coverage under the Policy has become effective and has not ended.

**Insured Person** means either an Insured or Dependent.

**Intensive Care Unit (ICU)** means a specialized unit of the Hospital containing special equipment and specially trained staff necessary for the care of seriously ill patients requiring immediate and continuous attention.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- 1. it is provided only as a convenience to the Insured Person or provider;
- 2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- 3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- 4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Mental or Nervous Disorder** means any psychiatric, mental, nervous or emotional illness, disease or disorder that is of mental or physical origin. These conditions are listed under the diagnostic categories listed in the Mental Disorders section of the International Classification of Diseases as periodically revised.

**Physician** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured Person or a member of the Insured Person's Immediate Family.

**Policyholder** means the Employer in whose name the Policy is issued.

**Pregnancy** means a Pregnancy which is terminated by childbirth, other than an elective cesarean section or an elective abortion.

{**Regular and Customary Activities** means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while Confined in a Hospital or other medical institution may not be used to meet this requirement.}

**Schedule of Benefits** means the page which gives basic information referenced in the Certificate.

**Sickness** means a disease or illness, or more than one disease or illness, resulting from the same or related causes or conditions, including all complications thereof and all related conditions and recurrences resulting in medical expenses insured under the Policy or otherwise resulting in a claim for benefits while the Policy is in force with respect to the Insured Person for whom the claim is made. Sickness includes {Pregnancy and} Complications of Pregnancy. Sickness {includes} {does not include} Mental or Nervous Disorders {or} {and} Substance Abuse.

Substance Abuse means abuse or addiction to alcohol, drugs or chemicals.

#### ELIGIBILITY AND EFFECTIVE DATE

New eligible persons will be added from time to time. In no event will coverage for any person become effective before the Policy Effective Date.

**Insured Eligibility and Effective Date.** Eligibility requirements are defined in the Policyholder's application. Coverage will be effective on the {first day of the month following the Insured's date of hire} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Insured's individual enrollment form}, subject to approval of the Insured's individual enrollment form, if any, and payment of the first premium.

**(Dependent Eligibility and Effective Date.** Insurance may be available to Dependents only if the Insured is eligible for such insurance under the Policy. An Insured's Dependents will be eligible for insurance under the Policy if the Dependent meets the eligibility requirements in the Policyholder's application. Coverage will be effective on the {first day of the month following the date the Dependent first became eligible} {date shown in the Company's records} {first day of the month} {date of receipt of the Dependent's individual enrollment form}, subject to approval of the Dependent's individual enrollment form, if any, and payment of the first premium. In no event, will coverage for any Dependent become effective before the Insured's Effective Date.

Newborn and Adopted Children Eligibility and Effective Date. Coverage under the Policy for a newborn child will be effective from the moment of birth and will continue until the next premium due date or 90 days, whichever is later. Coverage under the Policy for an adopted child, child placed with the Insured for adoption, or child for whom the Insured is a party in a suit to adopt will be effective from the moment of birth, adoption, placement, or filing of such suit and will continue until the next premium due date or 60 days, whichever is later. After the premium due date, if additional premium is required, coverage will continue only if the Company has been notified in writing, within 90 days after the birth for the newborn child or within 60 days after the date of adoption or filing the petition for adoption, and any additional premium due has been paid. Coverage for a newly born child will include coverage for Hospital Confinement due to Injury, Sickness, congenital defects, birth abnormalities and premature birth. In no event will coverage for such child become effective before the Insured's Effective Date.}

{**Delayed Effective Date.** If an eligible person is: 1) Confined at home or in a Hospital or medical institution for any condition covered by the Policy; or 2) not engaged in his or her Regular and Customary Activities on the date coverage would otherwise begin; then coverage will begin on the {date shown in the Schedule of Benefits } {first day of the month} {15<sup>th</sup> of the month} following the date he or she: 1) is no longer Confined at home or in a Hospital or medical institution; and 2) engages in his or her Regular and Customary Activities.}

**{Late Enrollees.** If the Insured does not apply for coverage on the Insured's {or Insured's Dependents'} initial eligibility date, the Insured may not apply for coverage for the Insured {and/or any of the Insured's Dependents} until the next Policy Anniversary Date.}

#### WHEN CHANGES IN COVERAGE OCCUR

Any change in benefits that occurs automatically under the Policy provisions or Schedule of Benefits will become effective on the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date that the status of the Insured Person has changed.

If any change in benefits or coverage is requested, the change will become effective as of the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date of the Company's approval. If that change increases benefits or coverage, the effective date of the change will be delayed as shown in the Eligibility and Effective Date section.

#### **BENEFITS**

The following benefits are payable, subject to the terms, conditions, limitations, exclusions and Schedule of Benefits.

{Hospital Admission Benefit. Benefits are payable as shown in the Schedule of Benefits for admission to a Hospital for an Insured Person if the Insured Person is admitted as a registered bed patient for a period of 24 consecutive hours or longer due to an Injury or Sickness. The benefit is limited to one benefit per Insured Person per Benefit Period and is paid in addition to any other benefits provided by the Policy.}

**Hospital Confinement Benefit.** Benefits are payable as shown in the Schedule of Benefits for each day that an Insured Person is Confined to a Hospital due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement.

{Intensive Care Unit Confinement Benefit. Benefits are payable as shown in the Schedule of Benefits for each day that the Insured Person is Confined in an Intensive Care Unit due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement. This benefit is {in addition to} {in lieu of} any other Confinement benefit under the Policy.}

**Emergency Room Benefit for Accidents.** Benefits are payable for treatment in a Hospital emergency room for an Injury as shown in the Schedule of Benefits. Treatment must be performed within 72 hours of the Accident.}

**Recurrent Confinements.** If the Company pays benefits for a period of Confinement, and the Insured Person is readmitted within 30 days of that Confinement for the same condition, the later Confinement will be treated as a continuation of the prior Confinement. If more than 30 days have passed between periods of Confinement for the same condition or the successive Confinement is for an unrelated cause, the Company will treat the later Confinement as a new Confinement.

# **(LIMITATIONS AND) EXCLUSIONS**

# {Limitations

**Pre-Existing Condition.** Benefits are not payable for a Pre-Existing Condition until {the earlier of:}

- 1. {the expiration of {6-12} consecutive months beginning with the Insured Person's Effective Date, for which the Insured Person has not received any medical care, consultation, diagnosis or treatment, or has not taken any prescribed drug or medicine on account of such condition; or}
- 2. the expiration of {6-24} consecutive months, beginning with the Insured Person's Effective Date.

"Pre-Existing Condition" means any Injury or Sickness for which medical treatment or advice was rendered or recommended by a licensed Physician within {6, 12} months prior to the Insured Person's Effective Date.}

# **Exclusions**

The Policy does not provide any benefits for the following:

- 1. suicide or any attempt of suicide, while sane or insane (in Colorado, Missouri or Montana, while sane);
- 2. any intentionally self-inflicted Injury or Sickness or any attempt thereat (in Colorado, Missouri or Montana, while sane);
- 3. Participation in a Riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss that occurs while acting in a lawful manner within the scope of authority;
- 4. committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation;
- 5. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, hang gliding or any hazardous sports activity for exhibition purposes;
- 6. flying as a pilot, crew member or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
- 7. any Injury occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Injury took place);
- 8. declared or undeclared war or acts thereof:
- 9. accidental bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company pro rata for any period of active duty);
- 10. Injury or Sickness arising out of or in the course of any occupation for compensation, wage or profit or benefits that the Insured Person is entitled to under any Workers' Compensation Law, Occupational Disease Law or similar law whether or not application for such benefits have been made;
- 11. treatment for the voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage;
- 12. {treatment for Mental or Nervous Disorders or Substance Abuse;}
- 13. the treatment of:
  - a. codependency;
  - b. social, occupational or religious maladjustment;
  - c. compulsive gambling; or
  - d. chronic marital or family problems when not related to the primary focus of treatment that must be a diagnosable Mental Disorder:
- 13. rest care or rehabilitative care and treatment;
- 14. cosmetic surgery or care or treatment solely for cosmetic purposes or complications from such surgery, care or treatment. This includes but is not limited to: reconstructive surgery and prosthetic devices, unless due to an Injury and performed within one year from the date of the Accident, or to repair a congenital or abnormal defect of a newborn child while covered under the Policy;
- 15. {Pregnancy}
- 16. dependent child maternity;
- 17. sex changes;
- 18. treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;

- 19. Confinement, care or services incurred prior to the Insured Person's Effective Date or that begin after termination of coverage;
- <u>20.</u> Confinement, care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law;
- 20.21. Confinement in a rehabilitation facility;
- 21.22. Confinement or treatment that is not Medically Necessary; or
- <u>22.23.</u> any Confinement or treatment not specifically covered in the Schedule of Benefits.

# TERMINATION OF INSURANCE

**Termination of the Policy.** The Policy may be terminated on the first of the following dates:

- 1. {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least {30-90} days prior to termination;
- 2. any date on or after the date the Company receives the Policyholder's written request for termination; or
- 3. the next premium due date following the date the Policyholder's number of covered employees falls below the Company's guidelines.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

**Termination of Insured's Coverage under the Policy.** An Insured's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Policy terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Insured submits a fraudulent claim;
- 4. {the first day of the month following} the date the Insured is no longer an Employee of the Policyholder; or
- 5. {for retirees, the date the Insured attains age 65.}

{**Termination of Dependent's Coverage under the Policy.** The Dependent's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Insured's coverage terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Dependent submits a fraudulent claim;
- 4. the date the Dependent ceases to be an eligible Dependent, as defined;
- 5. {the date the Insured's spouse attains age 65;} or
- 6. the date the Policy is modified to exclude Dependent coverage.}

**Extension of Benefits.** This provision applies if an Insured Person is Hospital Confined on the termination date of the Policy, unless termination is due to nonpayment of premiums. The Company will pay the same benefits for the duration of any Hospital Confinement or 90 days, whichever occurs first. No further premium payment is required to qualify for this extension of benefits.

#### **PREMIUMS**

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. The initial premium rates are shown in the Policyholder's application.

**Premium Changes.** The Company has the right to change the premium rates on any premium due date {on or after the first Policy Anniversary Date}. The Company will provide written notice at least  $\{31 - 120\}$  days before the date of change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

**Unpaid Premium.** When a claim is paid during the grace period, any premium due and unpaid for the Insured Person will be deducted from the claim payment.

## **CLAIM PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the Company {at 3130 Broadway, Kansas City, Missouri 64111-2406}, or to its authorized administrator or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the Policy for filing proof of loss.

**Proof of Loss.** Written proof of loss must be furnished to the Company at the Company's Home Office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims.** Any benefit payable under the Policy will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims.** All benefits will be payable to the Insured{, unless assigned}. Any benefits payable on or after the Insured's death will be paid to the first of the following living persons:

- 1. the Insured's spouse;
- 2. the Insured's children, equally;
- 3. the Insured's parents, equally; or
- 4. the Insured's brothers and sisters, equally.

If none of the above persons is living on the date of the Insured's death, the Company will pay the benefits to the Insured's estate.

If any benefit is payable to an estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to the amount allowed by the law of the state in which the minor or incompetent resides. Such payment will be made to the legal guardian of the minor or incompetent. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

**Assignment.** Benefits under the Policy may {not} be assigned.

**Right of Recovery.** If payment for claims exceeds the maximum amount payable under any benefit provisions or riders of the Policy, the Company has the right to recover the excess of such payments.

**Physical Examination and Autopsy.** The Company, at the Company's expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim. The Company, at the Company's expense, will have the right to make an autopsy in case of death, unless it is forbidden by law.

**Legal Actions.** No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of three years (six years in Alabama and South Carolina; five years in Kansas) after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person lives, the limit is extended to meet the minimum time allowed by such law.

#### GENERAL PROVISIONS

**Certificates.** A Certificate will be provided to the Insured. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the Insured Person. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

**Choice of Physician.** The Insured Person is free to be treated by any Physician the Insured Person chooses.

**Clerical Error.** Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

**Conformity to Law.** Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Entire Contract.** The entire contract between the parties includes the Policy, any endorsement and riders, the Policyholder's application (that is attached to the Policy when issued) and the Insured's individual enrollment form, if any. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense of a claim hereunder unless it is contained in a written instrument signed by the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time, in writing, by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible

must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as they relate to this insurance. The Company can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.

Misstatement of Age. If the age of an Insured Person has been misstated, the Company will make an equitable adjustment of premiums. The Company will refund to the Insured any excess premium paid over the amount due for the correct benefit amount. The Company will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the Company will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If an Insured Person is not eligible for coverage because of age, the Company will refund all premiums paid on and/or after the date the Insured Person was no longer eligible.

**Other Insurance with This Insurer.** Insurance that is effective at any one time on the Insured Person under a similar contract, policy or rider with the Company is limited to the one such plan elected by the Insured Person, the Insured Person's beneficiary or the Insured Person's estate. The Company will return all premiums paid for all other such plans issued after the first plan became effective.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

**POLICY NUMBER:** {Policy Number}

**POLICYHOLDER:** {"ABC" Employer}

STATE OF ISSUE: Arkansas

**POLICY EFFECTIVE DATE:** {Month Day, Year}

**POLICY ANNIVERSARY DATE:** {Month Day, Year and each Month Day thereafter}

Fidelity Security Life Insurance Company ("the Company") agrees to pay benefits provided by the Policy in accordance with its terms and conditions.

The Policy is issued by acceptance of the application of the Policyholder (a copy of which is attached) and receipt by the Company of the premiums.

All periods of time under the Policy begin and end at 12:01 a.m. Local Time at the Policyholder's business address.

The Company may terminate the Policy on {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date. Written notice must be provided to the Policyholder at least {30-90} days prior to termination. The Policyholder may terminate the Policy on any date on or after the date the Company receives the Policyholder's written request for termination.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

Secretary

GROUP HOSPITAL CONFINEMENT INDEMNITY POLICY
THIS IS A LIMITED BENEFIT POLICY
RENEWABLE AT THE OPTION OF THE COMPANY

Please read the Policy carefully.

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#### **DEFINITIONS**

**Accident** means an event occurring by chance or unintentionally after the Insured Person's Effective Date. An Accident must be independent of any Sickness.

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the Schedule of Benefits, a Benefit Period is a Calendar Year.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

**Company** means Fidelity Security Life Insurance Company.

# **Complications of Pregnancy** means:

- 1. a condition that, while affected by Pregnancy, is still classified by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany Pregnancy;
- 2. a non-elective cesarean section;
- 3. an extrauterine or ectopic Pregnancy; or
- 4. a spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include: false labor, premature labor, high risk Pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, pre-eclampsia or placenta previa or similar conditions that occur in a difficult Pregnancy.

**Confined/Confinement** means the Insured Person is a registered bed patient in a Hospital for a minimum of 24 consecutive hours. The Confinement must be Medically Necessary and be ordered by a licensed Physician.

Confinement does not include treatment received in a Hospital emergency room, the outpatient department of a Hospital or skilled nursing facility.

{Dependent means any of the following whose coverage under the Policy has become effective and has not ended:

- 1. the Insured's lawful spouse{ or Domestic Partner};
- 2. {the child or children of the Insured or the Insured's spouse who are under 26 years of age;}
- 3. {the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under {19-27} years of age {({21-27} years of age if a full-time student)};} and
- 4. the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age {19-27}, provided such child was an Insured Person on the day immediately prior to attaining age {19-27}, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company.

Dependent includes a step-child, foster child, {grandchild,} legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. {Full-time, as used in this definition, means actively attending at least the minimum number of hours of class a week the school considers as full-time status.}}

**(Domestic Partner** means an adult who is in a committed relationship with the Insured and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. The term "spouse," wherever used, will include a Domestic Partner.}

**Effective Date** means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured Person, the date the Insured Person becomes covered under the Policy as shown in the Company's records. The Effective Date will begin at 12:01 a.m. Local Time at the Policyholder's business address.

**Employee** means a person employed by the Policyholder {and meeting the minimum hourly requirements shown in the Policyholder's application.} If the Employer is a proprietorship or partnership, the individual proprietor or each of the partners is an Employee only if engaged in the regular business of the Employer for the minimum hourly requirement shown in the Policyholder's application. No director of a corporate Employer is an Employee solely because of such directorship. {Employee also includes a retiree, but only if a retiree class is requested by the Policyholder in the application for insurance.}

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company wholly owned by the Policyholder and named in the Policyholder's application.

**Home Office** means the Company's office located at {3130 Broadway, Kansas City, Missouri, 64111-2406}.

**Hospital** means an institution that meets all the following requirements:

- 1. it must be operated according to law;
- 2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an Inpatient basis;
- 3. it must provide diagnostic and surgical facilities supervised by Physicians;
- 4. Registered Nurses must be on 24-hour call or duty; and
- 5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

Hospital does not mean a convalescent, rehabilitation, nursing, rest or extended care facility or a facility operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facility is operated as a separate institution by a Hospital.

**Immediate Family** means an Insured Person or an Insured Person's spouse, parent, child, grandparent, brother, sister, inlaw or any person residing in the Insured Person's home.

**Injury** means bodily Injury sustained by an Insured Person, directly and independently of all other causes, that occurs while the Policy is in force. All Injuries sustained by an Insured Person in any one Accident are considered a single Injury.

**Inpatient** means the Insured Person is Hospital Confined when covered services are received.

**Insured** means an Employee of the Policyholder whose coverage under the Policy has become effective and has not ended.

**Insured Person** means either an Insured or Dependent.

**Intensive Care Unit (ICU)** means a specialized unit of the Hospital containing special equipment and specially trained staff necessary for the care of seriously ill patients requiring immediate and continuous attention.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- 1. it is provided only as a convenience to the Insured Person or provider;
- 2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- 3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- 4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Mental or Nervous Disorder** means any psychiatric, mental, nervous or emotional illness, disease or disorder that is of mental or physical origin. These conditions are listed under the diagnostic categories listed in the Mental Disorders section of the International Classification of Diseases as periodically revised.

**Physician** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured Person or a member of the Insured Person's Immediate Family.

**Policyholder** means the Employer in whose name the Policy is issued.

**Pregnancy** means a Pregnancy which is terminated by childbirth, other than an elective cesarean section or an elective abortion.

{**Regular and Customary Activities** means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while Confined in a Hospital or other medical institution may not be used to meet this requirement.}

**Schedule of Benefits** means the page which gives basic information referenced in the Certificate.

Sickness means a disease or illness, or more than one disease or illness, resulting from the same or related causes or conditions, including all complications thereof and all related conditions and recurrences resulting in medical expenses insured under the Policy or otherwise resulting in a claim for benefits while the Policy is in force with respect to the Insured Person for whom the claim is made. Sickness includes {Pregnancy and} Complications of Pregnancy. Sickness {includes} {does not include} Mental or Nervous Disorders {or} {and} Substance Abuse.

Substance Abuse means abuse or addiction to alcohol, drugs or chemicals.

#### ELIGIBILITY AND EFFECTIVE DATE

New eligible persons will be added from time to time. In no event will coverage for any person become effective before the Policy Effective Date.

**Insured Eligibility and Effective Date.** Eligibility requirements are defined in the Policyholder's application. Coverage will be effective on the {first day of the month following the Insured's date of hire} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Insured's individual enrollment form}, subject to approval of the Insured's individual enrollment form, if any, and payment of the first premium.

**(Dependent Eligibility and Effective Date.** Insurance may be available to Dependents only if the Insured is eligible for such insurance under the Policy. An Insured's Dependents will be eligible for insurance under the Policy if the Dependent meets the eligibility requirements in the Policyholder's application. Coverage will be effective on the {first day of the month following the date the Dependent first became eligible} {date shown in the Company's records} {first day of the month} {date of receipt of the Dependent's individual enrollment form}, subject to approval of the Dependent's individual enrollment form, if any, and payment of the first premium. In no event, will coverage for any Dependent become effective before the Insured's Effective Date.

Newborn and Adopted Children Eligibility and Effective Date. Coverage under the Policy for a newborn child will be effective from the moment of birth and will continue until the next premium due date or 90 days, whichever is later. Coverage under the Policy for an adopted child, child placed with the Insured for adoption, or child for whom the Insured is a party in a suit to adopt will be effective from the moment of birth, adoption, placement, or filing of such suit and will continue until the next premium due date or 60 days, whichever is later. After the premium due date, if additional premium is required, coverage will continue only if the Company has been notified in writing, within 90 days after the birth for the newborn child or within 60 days after the date of adoption or filing the petition for adoption, and any additional premium due has been paid. Coverage for a newly born child will include coverage for Hospital Confinement due to Injury, Sickness, congenital defects, birth abnormalities and premature birth. In no event will coverage for such child become effective before the Insured's Effective Date.}

{**Delayed Effective Date.** If an eligible person is: 1) Confined at home or in a Hospital or medical institution for any condition covered by the Policy; or 2) not engaged in his or her Regular and Customary Activities on the date coverage would otherwise begin; then coverage will begin on the {date shown in the Schedule of Benefits } {first day of the month} {15<sup>th</sup> of the month} following the date he or she: 1) is no longer Confined at home or in a Hospital or medical institution; and 2) engages in his or her Regular and Customary Activities.}

**{Late Enrollees.** If the Insured does not apply for coverage on the Insured's {or Insured's Dependents'} initial eligibility date, the Insured may not apply for coverage for the Insured {and/or any of the Insured's Dependents} until the next Policy Anniversary Date.}

#### WHEN CHANGES IN COVERAGE OCCUR

Any change in benefits that occurs automatically under the Policy provisions or Schedule of Benefits will become effective on the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date that the status of the Insured Person has changed.

If any change in benefits or coverage is requested, the change will become effective as of the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date of the Company's approval. If that change increases benefits or coverage, the effective date of the change will be delayed as shown in the Eligibility and Effective Date section.

#### **BENEFITS**

The following benefits are payable, subject to the terms, conditions, limitations, exclusions and Schedule of Benefits.

{Hospital Admission Benefit. Benefits are payable as shown in the Schedule of Benefits for admission to a Hospital for an Insured Person if the Insured Person is admitted as a registered bed patient for a period of 24 consecutive hours or longer due to an Injury or Sickness. The benefit is limited to one benefit per Insured Person per Benefit Period and is paid in addition to any other benefits provided by the Policy.}

**Hospital Confinement Benefit.** Benefits are payable as shown in the Schedule of Benefits for each day that an Insured Person is Confined to a Hospital due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement.

{Intensive Care Unit Confinement Benefit. Benefits are payable as shown in the Schedule of Benefits for each day that the Insured Person is Confined in an Intensive Care Unit due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement. This benefit is {in addition to} {in lieu of} any other Confinement benefit under the Policy.}

**Emergency Room Benefit for Accidents.** Benefits are payable for treatment in a Hospital emergency room for an Injury as shown in the Schedule of Benefits. Treatment must be performed within 72 hours of the Accident.}

**Recurrent Confinements.** If the Company pays benefits for a period of Confinement, and the Insured Person is readmitted within 30 days of that Confinement for the same condition, the later Confinement will be treated as a continuation of the prior Confinement. If more than 30 days have passed between periods of Confinement for the same condition or the successive Confinement is for an unrelated cause, the Company will treat the later Confinement as a new Confinement.

# **{LIMITATIONS AND} EXCLUSIONS**

# {Limitations

**Pre-Existing Condition.** Benefits are not payable for a Pre-Existing Condition until {the earlier of:}

- 1. {the expiration of {6-12} consecutive months beginning with the Insured Person's Effective Date, for which the Insured Person has not received any medical care, consultation, diagnosis or treatment, or has not taken any prescribed drug or medicine on account of such condition; or}
- 2. the expiration of {6-24} consecutive months, beginning with the Insured Person's Effective Date.

"Pre-Existing Condition" means any Injury or Sickness for which medical treatment or advice was rendered or recommended by a licensed Physician within {6, 12} months prior to the Insured Person's Effective Date.}

# **Exclusions**

The Policy does not provide any benefits for the following:

- 1. suicide or any attempt of suicide, while sane or insane (in Colorado, Missouri or Montana, while sane);
- 2. any intentionally self-inflicted Injury or Sickness or any attempt thereat (in Colorado, Missouri or Montana, while sane);
- 3. Participation in a Riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss that occurs while acting in a lawful manner within the scope of authority;
- 4. committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation;
- 5. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, hang gliding or any hazardous sports activity for exhibition purposes;
- 6. flying as a pilot, crew member or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
- 7. any Injury occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Injury took place);
- 8. declared or undeclared war or acts thereof:
- 9. accidental bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company pro rata for any period of active duty);
- 10. Injury or Sickness arising out of or in the course of any occupation for compensation, wage or profit or benefits that the Insured Person is entitled to under any Workers' Compensation Law, Occupational Disease Law or similar law whether or not application for such benefits have been made;
- 11. treatment for the voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage;
- 12. {treatment for Mental or Nervous Disorders or Substance Abuse;}
- 13. the treatment of:
  - a. codependency;
  - b. social, occupational or religious maladjustment;
  - c. compulsive gambling; or
  - d. chronic marital or family problems when not related to the primary focus of treatment that must be a diagnosable Mental Disorder;
- 13. rest care or rehabilitative care and treatment;
- 14. cosmetic surgery or care or treatment solely for cosmetic purposes or complications from such surgery, care or treatment. This includes but is not limited to: reconstructive surgery and prosthetic devices, unless due to an Injury and performed within one year from the date of the Accident, or to repair a congenital or abnormal defect of a newborn child while covered under the Policy;
- 15. {Pregnancy}
- 16. dependent child maternity;
- 17. sex changes;
- 18. treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;

- 19. Confinement, care or services incurred prior to the Insured Person's Effective Date or that begin after termination of coverage;
- 20. Confinement, care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law;
- 21. Confinement in a rehabilitation facility;
- 22. Confinement or treatment that is not Medically Necessary; or
- 23. any Confinement or treatment not specifically covered in the Schedule of Benefits.

# TERMINATION OF INSURANCE

**Termination of the Policy.** The Policy may be terminated on the first of the following dates:

- 1. {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least {30-90} days prior to termination;
- 2. any date on or after the date the Company receives the Policyholder's written request for termination; or
- 3. the next premium due date following the date the Policyholder's number of covered employees falls below the Company's guidelines.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

**Termination of Insured's Coverage under the Policy.** An Insured's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Policy terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Insured submits a fraudulent claim;
- 4. {the first day of the month following} the date the Insured is no longer an Employee of the Policyholder; or
- 5. {for retirees, the date the Insured attains age 65.}

{**Termination of Dependent's Coverage under the Policy.** The Dependent's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Insured's coverage terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Dependent submits a fraudulent claim;
- 4. the date the Dependent ceases to be an eligible Dependent, as defined;
- 5. {the date the Insured's spouse attains age 65;} or
- 6. the date the Policy is modified to exclude Dependent coverage.}

Continuation of Coverage. If an Insured Person's premium is paid and the Insured Person has been continuously covered under the Policy for a period of three months, coverage may be continued for that Insured Person if coverage terminated due to termination of employment or change in marital status.

Coverage will continue to the earlier of: 1) 120 days; 2) the end of the period for which the Insured Person's premium is paid; 3) the premium due date following the date the Insured Person becomes eligible for Medicare; or 4) the date the Policy is terminated.

Coverage is not available to an Insured Person who is eligible for Medicare coverage or full coverage under any other group accident and health policy.

**Extension of Benefits.** This provision applies if an Insured Person is Hospital Confined on the termination date of the Policy, unless termination is due to nonpayment of premiums. The Company will pay the same benefits for the duration of any Hospital Confinement or 90 days, whichever occurs first. No further premium payment is required to qualify for this extension of benefits.

#### **PREMIUMS**

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. The initial premium rates are shown in the Policyholder's application.

**Premium Changes.** The Company has the right to change the premium rates on any premium due date {on or after the first Policy Anniversary Date}. The Company will provide written notice at least  $\{31 - 120\}$  days before the date of change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

**Unpaid Premium.** When a claim is paid during the grace period, any premium due and unpaid for the Insured Person will be deducted from the claim payment.

### **CLAIM PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the Company {at 3130 Broadway, Kansas City, Missouri 64111-2406}, or to its authorized administrator or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the Policy for filing proof of loss.

**Proof of Loss.** Written proof of loss must be furnished to the Company at the Company's Home Office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims.** Any benefit payable under the Policy will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims.** All benefits will be payable to the Insured{, unless assigned}. Any benefits payable on or after the Insured's death will be paid to the first of the following living persons:

- 1. the Insured's spouse;
- 2. the Insured's children, equally;
- 3. the Insured's parents, equally; or
- 4. the Insured's brothers and sisters, equally.

If none of the above persons is living on the date of the Insured's death, the Company will pay the benefits to the Insured's estate.

If any benefit is payable to an estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to the amount allowed by the law of the state in which the minor or incompetent resides. Such payment will be made to the legal guardian of the minor or incompetent. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

**Assignment.** Benefits under the Policy may {not} be assigned.

**Right of Recovery.** If payment for claims exceeds the maximum amount payable under any benefit provisions or riders of the Policy, the Company has the right to recover the excess of such payments.

**Physical Examination and Autopsy.** The Company, at the Company's expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim. The Company, at the Company's expense, will have the right to make an autopsy in case of death, unless it is forbidden by law.

**Legal Actions.** No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of three years (six years in Alabama and South Carolina; five years in Kansas) after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person lives, the limit is extended to meet the minimum time allowed by such law.

## **GENERAL PROVISIONS**

**Certificates.** A Certificate will be provided to the Insured. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the Insured Person. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

**Choice of Physician.** The Insured Person is free to be treated by any Physician the Insured Person chooses.

**Clerical Error.** Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

**Conformity to Law.** Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Entire Contract.** The entire contract between the parties includes the Policy, any endorsement and riders, the Policyholder's application (that is attached to the Policy when issued) and the Insured's individual enrollment form, if any. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense of a claim hereunder unless it is contained in a written instrument signed by the Policyholder or the Insured designates, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time, in writing, by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two

years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as they relate to this insurance. The Company can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.

Misstatement of Age. If the age of an Insured Person has been misstated, the Company will make an equitable adjustment of premiums. The Company will refund to the Insured any excess premium paid over the amount due for the correct benefit amount. The Company will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the Company will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If an Insured Person is not eligible for coverage because of age, the Company will refund all premiums paid on and/or after the date the Insured Person was no longer eligible.

**Other Insurance with This Insurer.** Insurance that is effective at any one time on the Insured Person under a similar contract, policy or rider with the Company is limited to the one such plan elected by the Insured Person, the Insured Person's beneficiary or the Insured Person's estate. The Company will return all premiums paid for all other such plans issued after the first plan became effective.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

**{POLICY NUMBER:** {Policy Number}}

**{POLICYHOLDER:** {"ABC" Employer}}

**{POLICY EFFECTIVE DATE:** {Month Day, Year}}

{**POLICY ANNIVERSARY DATE:** {Month Day, Year and each Month Day thereafter}}

The Certificate is issued to Insureds of the {above} Policyholder whose coverage is in effect according to the Company's records.

The Certificate describes the principal provisions of the Policy. Benefits are provided only while coverage is in force for an Insured Person according to the terms of the Policy.

All periods of insurance begin and end at 12:01 a.m. Local Time at the Policyholder's business address.

This Certificate replaces all certificates that may have been previously issued to the Insured under the Policy.

The Policy may be amended, changed, cancelled or discontinued without the consent of any Insured Person.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

ident Secretary

GROUP HOSPITAL CONFINEMENT INDEMNITY CERTIFICATE
THIS IS A LIMITED BENEFIT CERTIFICATE
RENEWABLE AT THE OPTION OF THE COMPANY

Please read the Certificate carefully.

C-9127AR {Policy Number}

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#### **DEFINITIONS**

**Accident** means an event occurring by chance or unintentionally after the Insured Person's Effective Date. An Accident must be independent of any Sickness.

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the Schedule of Benefits, a Benefit Period is a Calendar Year.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

**Company** means Fidelity Security Life Insurance Company.

# **Complications of Pregnancy** means:

- 1. a condition that, while affected by Pregnancy, is still classified by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany Pregnancy;
- 2. a non-elective cesarean section;
- 3. an extrauterine or ectopic Pregnancy; or
- 4. a spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include: false labor, premature labor, high risk Pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, pre-eclampsia or placenta previa or similar conditions that occur in a difficult Pregnancy.

**Confined/Confinement** means the Insured Person is a registered bed patient in a Hospital for a minimum of 24 consecutive hours. The Confinement must be Medically Necessary and be ordered by a licensed Physician.

Confinement does not include treatment received in a Hospital emergency room, the outpatient department of a Hospital or skilled nursing facility.

**Dependent** means any of the following whose coverage under the Policy has become effective and has not ended:

- 1. the Insured's lawful spouse { or Domestic Partner};
- 2. {the child or children of the Insured or the Insured's spouse who are under 26 years of age;}
- 3. {the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under {19-27} years of age {({21-27} years of age if a full-time student)};} and
- 4. the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age {19-27}, provided such child was an Insured Person on the day immediately prior to attaining age {19-27}, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company.

Dependent includes a step-child, foster child, {grandchild,} legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. {Full-time, as used in this definition, means actively attending at least the minimum number of hours of class a week the school considers as full-time status.}}

**(Domestic Partner** means an adult who is in a committed relationship with the Insured and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. The term "spouse," wherever used, will include a Domestic Partner.}

**Effective Date** means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured Person, the date the Insured Person becomes covered under the Policy as shown in the Company's records. The Effective Date will begin at 12:01 a.m. Local Time at the Policyholder's business address.

**Employee** means a person employed by the Policyholder {and meeting the minimum hourly requirements shown in the Policyholder's application.} If the Employer is a proprietorship or partnership, the individual proprietor or each of the partners is an Employee only if engaged in the regular business of the Employer for the minimum hourly requirement shown in the Policyholder's application. No director of a corporate Employer is an Employee solely because of such directorship. {Employee also includes a retiree, but only if a retiree class is requested by the Policyholder in the application for insurance.}

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company wholly owned by the Policyholder and named in the Policyholder's application.

**Home Office** means the Company's office located at {3130 Broadway, Kansas City, Missouri, 64111-2406}.

**Hospital** means an institution that meets all the following requirements:

- 1. it must be operated according to law;
- 2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an Inpatient basis;
- 3. it must provide diagnostic and surgical facilities supervised by Physicians;
- 4. Registered Nurses must be on 24-hour call or duty; and
- 5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

Hospital does not mean a convalescent, rehabilitation, nursing, rest or extended care facility or a facility operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facility is operated as a separate institution by a Hospital.

**Immediate Family** means an Insured Person or an Insured Person's spouse, parent, child, grandparent, brother, sister, inlaw or any person residing in the Insured Person's home.

**Injury** means bodily Injury sustained by an Insured Person, directly and independently of all other causes, that occurs while the Policy is in force. All Injuries sustained by an Insured Person in any one Accident are considered a single Injury.

**Inpatient** means the Insured Person is Hospital Confined when covered services are received.

**Insured** means an Employee of the Policyholder whose coverage under the Policy has become effective and has not ended.

**Insured Person** means either an Insured or Dependent.

**Intensive Care Unit (ICU)** means a specialized unit of the Hospital containing special equipment and specially trained staff necessary for the care of seriously ill patients requiring immediate and continuous attention.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- 1. it is provided only as a convenience to the Insured Person or provider;
- 2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- 3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- 4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Mental or Nervous Disorder** means any psychiatric, mental, nervous or emotional illness, disease or disorder that is of mental or physical origin. These conditions are listed under the diagnostic categories listed in the Mental Disorders section of the International Classification of Diseases as periodically revised.

**Physician** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured Person or a member of the Insured Person's Immediate Family.

**Policyholder** means the Employer in whose name the Policy is issued.

**Pregnancy** means a Pregnancy which is terminated by childbirth, other than an elective cesarean section or an elective abortion.

{**Regular and Customary Activities** means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while Confined in a Hospital or other medical institution may not be used to meet this requirement.}

**Schedule of Benefits** means the page which gives basic information referenced in the Certificate.

**Sickness** means a disease or illness, or more than one disease or illness, resulting from the same or related causes or conditions, including all complications thereof and all related conditions and recurrences resulting in medical expenses insured under the Policy or otherwise resulting in a claim for benefits while the Policy is in force with respect to the Insured Person for whom the claim is made. Sickness includes {Pregnancy and} Complications of Pregnancy. Sickness {includes} {does not include} Mental or Nervous Disorders {or} {and} Substance Abuse.

Substance Abuse means abuse or addiction to alcohol, drugs or chemicals.

#### ELIGIBILITY AND EFFECTIVE DATE

New eligible persons will be added from time to time. In no event will coverage for any person become effective before the Policy Effective Date.

**Insured Eligibility and Effective Date.** Eligibility requirements are defined in the Policyholder's application. Coverage will be effective on the {first day of the month following the Insured's date of hire} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Insured's individual enrollment form}, subject to approval of the Insured's individual enrollment form, if any, and payment of the first premium.

**(Dependent Eligibility and Effective Date.** Insurance may be available to Dependents only if the Insured is eligible for such insurance under the Policy. An Insured's Dependents will be eligible for insurance under the Policy if the Dependent meets the eligibility requirements in the Policyholder's application. Coverage will be effective on the {first day of the month following the date the Dependent first became eligible} {date shown in the Company's records} {first day of the month} {date of receipt of the Dependent's individual enrollment form}, subject to approval of the Dependent's individual enrollment form, if any, and payment of the first premium. In no event, will coverage for any Dependent become effective before the Insured's Effective Date.

Newborn and Adopted Children Eligibility and Effective Date. Coverage under the Policy for a newborn child will be effective from the moment of birth and will continue until the next premium due date or 90 days, whichever is later. Coverage under the Policy for an adopted child, child placed with the Insured for adoption, or child for whom the Insured is a party in a suit to adopt will be effective from the moment of birth, adoption, placement, or filing of such suit and will continue until the next premium due date or 60 days, whichever is later. After the premium due date, if additional premium is required, coverage will continue only if the Company has been notified in writing, within 90 days after the birth for the newborn child or within 60 days after the date of adoption or filing the petition for adoption, and any additional premium due has been paid. Coverage for a newly born child will include coverage for Hospital Confinement due to Injury, Sickness, congenital defects, birth abnormalities and premature birth. In no event will coverage for such child become effective before the Insured's Effective Date.}

{**Delayed Effective Date.** If an eligible person is: 1) Confined at home or in a Hospital or medical institution for any condition covered by the Policy; or 2) not engaged in his or her Regular and Customary Activities on the date coverage would otherwise begin; then coverage will begin on the {date shown in the Schedule of Benefits } {first day of the month} {15<sup>th</sup> of the month} following the date he or she: 1) is no longer Confined at home or in a Hospital or medical institution; and 2) engages in his or her Regular and Customary Activities.}

**{Late Enrollees.** If the Insured does not apply for coverage on the Insured's {or Insured's Dependents'} initial eligibility date, the Insured may not apply for coverage for the Insured {and/or any of the Insured's Dependents} until the next Policy Anniversary Date.}

#### WHEN CHANGES IN COVERAGE OCCUR

Any change in benefits that occurs automatically under the Policy provisions or Schedule of Benefits will become effective on the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date that the status of the Insured Person has changed.

If any change in benefits or coverage is requested, the change will become effective as of the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date of the Company's approval. If that change increases benefits or coverage, the effective date of the change will be delayed as shown in the Eligibility and Effective Date section.

#### **BENEFITS**

The following benefits are payable, subject to the terms, conditions, limitations, exclusions and Schedule of Benefits.

{Hospital Admission Benefit. Benefits are payable as shown in the Schedule of Benefits for admission to a Hospital for an Insured Person if the Insured Person is admitted as a registered bed patient for a period of 24 consecutive hours or longer due to an Injury or Sickness. The benefit is limited to one benefit per Insured Person per Benefit Period and is paid in addition to any other benefits provided by the Policy.}

**Hospital Confinement Benefit.** Benefits are payable as shown in the Schedule of Benefits for each day that an Insured Person is Confined to a Hospital due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement.

{Intensive Care Unit Confinement Benefit. Benefits are payable as shown in the Schedule of Benefits for each day that the Insured Person is Confined in an Intensive Care Unit due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement. This benefit is {in addition to} {in lieu of} any other Confinement benefit under the Policy.}

**Emergency Room Benefit for Accidents.** Benefits are payable for treatment in a Hospital emergency room for an Injury as shown in the Schedule of Benefits. Treatment must be performed within 72 hours of the Accident.}

**Recurrent Confinements.** If the Company pays benefits for a period of Confinement, and the Insured Person is readmitted within 30 days of that Confinement for the same condition, the later Confinement will be treated as a continuation of the prior Confinement. If more than 30 days have passed between periods of Confinement for the same condition or the successive Confinement is for an unrelated cause, the Company will treat the later Confinement as a new Confinement.

# **(LIMITATIONS AND) EXCLUSIONS**

# {Limitations

**Pre-Existing Condition.** Benefits are not payable for a Pre-Existing Condition until {the earlier of:}

- 1. {the expiration of {6-12} consecutive months beginning with the Insured Person's Effective Date, for which the Insured Person has not received any medical care, consultation, diagnosis or treatment, or has not taken any prescribed drug or medicine on account of such condition; or}
- 2. the expiration of {6-24} consecutive months, beginning with the Insured Person's Effective Date.

"Pre-Existing Condition" means any Injury or Sickness for which medical treatment or advice was rendered or recommended by a licensed Physician within {6, 12} months prior to the Insured Person's Effective Date.}

# **Exclusions**

The Policy does not provide any benefits for the following:

- 1. suicide or any attempt of suicide, while sane or insane (in Colorado, Missouri or Montana, while sane);
- 2. any intentionally self-inflicted Injury or Sickness or any attempt thereat (in Colorado, Missouri or Montana, while sane);
- 3. Participation in a Riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss that occurs while acting in a lawful manner within the scope of authority;
- 4. committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation;
- 5. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, hang gliding or any hazardous sports activity for exhibition purposes;
- 6. flying as a pilot, crew member or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
- 7. any Injury occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Injury took place);
- 8. declared or undeclared war or acts thereof:
- 9. accidental bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company pro rata for any period of active duty);
- 10. Injury or Sickness arising out of or in the course of any occupation for compensation, wage or profit or benefits that the Insured Person is entitled to under any Workers' Compensation Law, Occupational Disease Law or similar law whether or not application for such benefits have been made;
- 11. treatment for the voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage;
- 12. {treatment for Mental or Nervous Disorders or Substance Abuse;}
- 13. the treatment of:
  - a. codependency;
  - b. social, occupational or religious maladjustment;
  - c. compulsive gambling; or
  - d. chronic marital or family problems when not related to the primary focus of treatment that must be a diagnosable Mental Disorder;
- 13. rest care or rehabilitative care and treatment;
- 14. cosmetic surgery or care or treatment solely for cosmetic purposes or complications from such surgery, care or treatment. This includes but is not limited to: reconstructive surgery and prosthetic devices, unless due to an Injury and performed within one year from the date of the Accident, or to repair a congenital or abnormal defect of a newborn child while covered under the Policy;
- 15. {Pregnancy}
- 16. dependent child maternity;
- 17. sex changes;
- 18. treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;

- 19. Confinement, care or services incurred prior to the Insured Person's Effective Date or that begin after termination of coverage;
- 20. Confinement, care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law;
- 21. Confinement in a rehabilitation facility;
- 22. Confinement or treatment that is not Medically Necessary; or
- 23. any Confinement or treatment not specifically covered in the Schedule of Benefits.

## TERMINATION OF INSURANCE

**Termination of the Policy.** The Policy may be terminated on the first of the following dates:

- 1. {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least {30-90} days prior to termination;
- 2. any date on or after the date the Company receives the Policyholder's written request for termination; or
- 3. the next premium due date following the date the Policyholder's number of covered employees falls below the Company's guidelines.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

**Termination of Insured's Coverage under the Policy.** An Insured's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Policy terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Insured submits a fraudulent claim;
- 4. {the first day of the month following} the date the Insured is no longer an Employee of the Policyholder; or
- 5. {for retirees, the date the Insured attains age 65.}

{**Termination of Dependent's Coverage under the Policy.** The Dependent's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Insured's coverage terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Dependent submits a fraudulent claim;
- 4. the date the Dependent ceases to be an eligible Dependent, as defined;
- 5. {the date the Insured's spouse attains age 65;} or
- 6. the date the Policy is modified to exclude Dependent coverage.}

Continuation of Coverage. If an Insured Person's premium is paid and the Insured Person has been continuously covered under the Policy for a period of three months, coverage may be continued for that Insured Person if coverage terminated due to termination of employment or change in marital status.

Coverage will continue to the earlier of: 1) 120 days; 2) the end of the period for which the Insured Person's premium is paid; 3) the premium due date following the date the Insured Person becomes eligible for Medicare; or 4) the date the Policy is terminated.

Coverage is not available to an Insured Person who is eligible for Medicare coverage or full coverage under any other group accident and health policy.

**Extension of Benefits.** This provision applies if an Insured Person is Hospital Confined on the termination date of the Policy, unless termination is due to nonpayment of premiums. The Company will pay the same benefits for the duration of any Hospital Confinement or 90 days, whichever occurs first. No further premium payment is required to qualify for this extension of benefits.

#### **PREMIUMS**

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. The initial premium rates are shown in the Policyholder's application.

**Premium Changes.** The Company has the right to change the premium rates on any premium due date {on or after the first Policy Anniversary Date}. The Company will provide written notice at least  $\{31 - 120\}$  days before the date of change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

**Unpaid Premium.** When a claim is paid during the grace period, any premium due and unpaid for the Insured Person will be deducted from the claim payment.

### **CLAIM PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the Company {at 3130 Broadway, Kansas City, Missouri 64111-2406}, or to its authorized administrator or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the Policy for filing proof of loss.

**Proof of Loss.** Written proof of loss must be furnished to the Company at the Company's Home Office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims.** Any benefit payable under the Policy will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims.** All benefits will be payable to the Insured{, unless assigned}. Any benefits payable on or after the Insured's death will be paid to the first of the following living persons:

- 1. the Insured's spouse;
- 2. the Insured's children, equally;
- 3. the Insured's parents, equally; or
- 4. the Insured's brothers and sisters, equally.

If none of the above persons is living on the date of the Insured's death, the Company will pay the benefits to the Insured's estate.

If any benefit is payable to an estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to the amount allowed by the law of the state in which the minor or incompetent resides. Such payment will be made to the legal guardian of the minor or incompetent. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

**Assignment.** Benefits under the Policy may {not} be assigned.

**Right of Recovery.** If payment for claims exceeds the maximum amount payable under any benefit provisions or riders of the Policy, the Company has the right to recover the excess of such payments.

**Physical Examination and Autopsy.** The Company, at the Company's expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim. The Company, at the Company's expense, will have the right to make an autopsy in case of death, unless it is forbidden by law.

**Legal Actions.** No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of three years (six years in Alabama and South Carolina; five years in Kansas) after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person lives, the limit is extended to meet the minimum time allowed by such law.

## **GENERAL PROVISIONS**

**Certificates.** A Certificate will be provided to the Insured. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the Insured Person. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

**Choice of Physician.** The Insured Person is free to be treated by any Physician the Insured Person chooses.

**Clerical Error.** Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

**Conformity to Law.** Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Entire Contract.** The entire contract between the parties includes the Policy, any endorsement and riders, the Policyholder's application (that is attached to the Policy when issued) and the Insured's individual enrollment form, if any. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense of a claim hereunder unless it is contained in a written instrument signed by the Policyholder or the Insured designates, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time, in writing, by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two

years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as they relate to this insurance. The Company can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.

Misstatement of Age. If the age of an Insured Person has been misstated, the Company will make an equitable adjustment of premiums. The Company will refund to the Insured any excess premium paid over the amount due for the correct benefit amount. The Company will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the Company will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If an Insured Person is not eligible for coverage because of age, the Company will refund all premiums paid on and/or after the date the Insured Person was no longer eligible.

**Other Insurance with This Insurer.** Insurance that is effective at any one time on the Insured Person under a similar contract, policy or rider with the Company is limited to the one such plan elected by the Insured Person, the Insured Person's beneficiary or the Insured Person's estate. The Company will return all premiums paid for all other such plans issued after the first plan became effective.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.

SERFF Tracking #: FDLT-128611920 State Tracking #: Company Tracking #: M-9127

State: Arkansas Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

 Product Name:
 Group Hospital Confinement Indemnity

 Project Name/Number:
 Group Hospital Confinement Indemnity/M-9127

# **Superceded Schedule Items**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

			Replacement	
Creation Date	Schedule	Schedule Item Name	Creation Date	Attached Document(s)
08/20/2012	Form	Group Hospital Confinement Indemnity Policy	09/06/2012	M-9127AR.pdf (Superceded)
08/20/2012	Form	Group Hospital Confinement Indemnity Certificate	09/06/2012	C-9127AR.pdf (Superceded)
08/01/2012	Form	Group Hospital Confinement Indemnity Policy	08/20/2012	M-9127AR.pdf (Superceded)
08/01/2012	Form	Group Hospital Confinement Indemnity Certificate	08/20/2012	C-9127AR.pdf (Superceded)



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

**POLICY NUMBER:** {Policy Number}

**POLICYHOLDER:** {"ABC" Employer}

**STATE OF ISSUE:** Arkansas

**POLICY EFFECTIVE DATE:** {Month Day, Year}

**POLICY ANNIVERSARY DATE:** {Month Day, Year and each Month Day thereafter}

Fidelity Security Life Insurance Company ("the Company") agrees to pay benefits provided by the Policy in accordance with its terms and conditions.

The Policy is issued by acceptance of the application of the Policyholder (a copy of which is attached) and receipt by the Company of the premiums.

All periods of time under the Policy begin and end at 12:01 a.m. Local Time at the Policyholder's business address.

The Company may terminate the Policy on {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date. Written notice must be provided to the Policyholder at least {30-90} days prior to termination. The Policyholder may terminate the Policy on any date on or after the date the Company receives the Policyholder's written request for termination.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

Secretary

GROUP HOSPITAL CONFINEMENT INDEMNITY POLICY
THIS IS A LIMITED BENEFIT POLICY
RENEWABLE AT THE OPTION OF THE COMPANY

Please read the Policy carefully.

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#### **DEFINITIONS**

**Accident** means an event occurring by chance or unintentionally after the Insured Person's Effective Date. An Accident must be independent of any Sickness.

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the Schedule of Benefits, a Benefit Period is a Calendar Year.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

**Company** means Fidelity Security Life Insurance Company.

# **Complications of Pregnancy** means:

- 1. a condition that, while affected by Pregnancy, is still classified by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany Pregnancy;
- 2. a non-elective cesarean section;
- 3. an extrauterine or ectopic Pregnancy; or
- 4. a spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include: false labor, premature labor, high risk Pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, pre-eclampsia or placenta previa or similar conditions that occur in a difficult Pregnancy.

**Confined/Confinement** means the Insured Person is a registered bed patient in a Hospital for a minimum of 24 consecutive hours. The Confinement must be Medically Necessary and be ordered by a licensed Physician.

Confinement does not include treatment received in a Hospital emergency room, the outpatient department of a Hospital or skilled nursing facility.

{Dependent means any of the following whose coverage under the Policy has become effective and has not ended:

- 1. the Insured's lawful spouse{ or Domestic Partner};
- 2. {the child or children of the Insured or the Insured's spouse who are under 26 years of age;}
- 3. {the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under {19-27} years of age {({21-27} years of age if a full-time student)};} and
- 4. the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age {19-27}, provided such child was an Insured Person on the day immediately prior to attaining age {19-27}, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company.

Dependent includes a step-child, foster child, {grandchild,} legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. {Full-time, as used in this definition, means actively attending at least the minimum number of hours of class a week the school considers as full-time status.}}

**(Domestic Partner** means an adult who is in a committed relationship with the Insured and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. The term "spouse," wherever used, will include a Domestic Partner.}

**Effective Date** means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured Person, the date the Insured Person becomes covered under the Policy as shown in the Company's records. The Effective Date will begin at 12:01 a.m. Local Time at the Policyholder's business address.

**Employee** means a person employed by the Policyholder {and meeting the minimum hourly requirements shown in the Policyholder's application.} If the Employer is a proprietorship or partnership, the individual proprietor or each of the partners is an Employee only if engaged in the regular business of the Employer for the minimum hourly requirement shown in the Policyholder's application. No director of a corporate Employer is an Employee solely because of such directorship. {Employee also includes a retiree, but only if a retiree class is requested by the Policyholder in the application for insurance.}

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company wholly owned by the Policyholder and named in the Policyholder's application.

**Home Office** means the Company's office located at {3130 Broadway, Kansas City, Missouri, 64111-2406}.

**Hospital** means an institution that meets all the following requirements:

- 1. it must be operated according to law;
- 2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an Inpatient basis;
- 3. it must provide diagnostic and surgical facilities supervised by Physicians;
- 4. Registered Nurses must be on 24-hour call or duty; and
- 5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

Hospital does not mean a convalescent, rehabilitation, nursing, rest or extended care facility or a facility operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facility is operated as a separate institution by a Hospital.

**Immediate Family** means an Insured Person or an Insured Person's spouse, parent, child, grandparent, brother, sister, inlaw or any person residing in the Insured Person's home.

**Injury** means bodily Injury sustained by an Insured Person, directly and independently of all other causes, that occurs while the Policy is in force. All Injuries sustained by an Insured Person in any one Accident are considered a single Injury.

**Inpatient** means the Insured Person is Hospital Confined when covered services are received.

**Insured** means an Employee of the Policyholder whose coverage under the Policy has become effective and has not ended.

**Insured Person** means either an Insured or Dependent.

**Intensive Care Unit (ICU)** means a specialized unit of the Hospital containing special equipment and specially trained staff necessary for the care of seriously ill patients requiring immediate and continuous attention.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- 1. it is provided only as a convenience to the Insured Person or provider;
- 2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- 3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- 4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Mental or Nervous Disorder** means any psychiatric, mental, nervous or emotional illness, disease or disorder that is of mental or physical origin. These conditions are listed under the diagnostic categories listed in the Mental Disorders section of the International Classification of Diseases as periodically revised.

**Physician** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured Person or a member of the Insured Person's Immediate Family.

**Policyholder** means the Employer in whose name the Policy is issued.

**Pregnancy** means a Pregnancy which is terminated by childbirth, other than an elective cesarean section or an elective abortion.

{Regular and Customary Activities means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while Confined in a Hospital or other medical institution may not be used to meet this requirement.}

**Schedule of Benefits** means the page which gives basic information referenced in the Certificate.

**Sickness** means a disease or illness, or more than one disease or illness, resulting from the same or related causes or conditions, including all complications thereof and all related conditions and recurrences resulting in medical expenses insured under the Policy or otherwise resulting in a claim for benefits while the Policy is in force with respect to the Insured Person for whom the claim is made. Sickness includes {Pregnancy and} Complications of Pregnancy. Sickness {includes} {does not include} Mental or Nervous Disorders {or} {and} Substance Abuse.

Substance Abuse means abuse or addiction to alcohol, drugs or chemicals.

#### ELIGIBILITY AND EFFECTIVE DATE

New eligible persons will be added from time to time. In no event will coverage for any person become effective before the Policy Effective Date.

**Insured Eligibility and Effective Date.** Eligibility requirements are defined in the Policyholder's application. Coverage will be effective on the {first day of the month following the Insured's date of hire} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Insured's individual enrollment form}, subject to approval of the Insured's individual enrollment form, if any, and payment of the first premium.

**(Dependent Eligibility and Effective Date.** Insurance may be available to Dependents only if the Insured is eligible for such insurance under the Policy. An Insured's Dependents will be eligible for insurance under the Policy if the Dependent meets the eligibility requirements in the Policyholder's application. Coverage will be effective on the {first day of the month following the date the Dependent first became eligible} {date shown in the Company's records} {first day of the month} {date of receipt of the Dependent's individual enrollment form}, subject to approval of the Dependent's individual enrollment form, if any, and payment of the first premium. In no event, will coverage for any Dependent become effective before the Insured's Effective Date.

Newborn and Adopted Children Eligibility and Effective Date. Coverage under the Policy for a newborn child will be effective from the moment of birth and will continue until the next premium due date or 90 days, whichever is later. Coverage under the Policy for an adopted child, child placed with the Insured for adoption, or child for whom the Insured is a party in a suit to adopt will be effective from the moment of birth, adoption, placement, or filing of such suit and will continue until the next premium due date or 60 days, whichever is later. After the premium due date, if additional premium is required, coverage will continue only if the Company has been notified in writing, within 90 days after the birth for the newborn child or within 60 days after the date of adoption or filing the petition for adoption, and any additional premium due has been paid. Coverage for a newly born child will include coverage for Hospital Confinement due to Injury, Sickness, congenital defects, birth abnormalities and premature birth. In no event will coverage for such child become effective before the Insured's Effective Date.}

{**Delayed Effective Date.** If an eligible person is: 1) Confined at home or in a Hospital or medical institution for any condition covered by the Policy; or 2) not engaged in his or her Regular and Customary Activities on the date coverage would otherwise begin; then coverage will begin on the {date shown in the Schedule of Benefits } {first day of the month} {15<sup>th</sup> of the month} following the date he or she: 1) is no longer Confined at home or in a Hospital or medical institution; and 2) engages in his or her Regular and Customary Activities.}

**{Late Enrollees.** If the Insured does not apply for coverage on the Insured's {or Insured's Dependents'} initial eligibility date, the Insured may not apply for coverage for the Insured {and/or any of the Insured's Dependents} until the next Policy Anniversary Date.}

#### WHEN CHANGES IN COVERAGE OCCUR

Any change in benefits that occurs automatically under the Policy provisions or Schedule of Benefits will become effective on the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date that the status of the Insured Person has changed.

If any change in benefits or coverage is requested, the change will become effective as of the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date of the Company's approval. If that change increases benefits or coverage, the effective date of the change will be delayed as shown in the Eligibility and Effective Date section.

#### **BENEFITS**

The following benefits are payable, subject to the terms, conditions, limitations, exclusions and Schedule of Benefits.

{Hospital Admission Benefit. Benefits are payable as shown in the Schedule of Benefits for admission to a Hospital for an Insured Person if the Insured Person is admitted as a registered bed patient for a period of 24 consecutive hours or longer due to an Injury or Sickness. The benefit is limited to one benefit per Insured Person per Benefit Period and is paid in addition to any other benefits provided by the Policy.}

**Hospital Confinement Benefit.** Benefits are payable as shown in the Schedule of Benefits for each day that an Insured Person is Confined to a Hospital due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement.

{Intensive Care Unit Confinement Benefit. Benefits are payable as shown in the Schedule of Benefits for each day that the Insured Person is Confined in an Intensive Care Unit due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement. This benefit is {in addition to} {in lieu of} any other Confinement benefit under the Policy.}

**Emergency Room Benefit for Accidents.** Benefits are payable for treatment in a Hospital emergency room for an Injury as shown in the Schedule of Benefits. Treatment must be performed within 72 hours of the Accident.}

**Recurrent Confinements.** If the Company pays benefits for a period of Confinement, and the Insured Person is readmitted within 30 days of that Confinement for the same condition, the later Confinement will be treated as a continuation of the prior Confinement. If more than 30 days have passed between periods of Confinement for the same condition or the successive Confinement is for an unrelated cause, the Company will treat the later Confinement as a new Confinement.

# **{LIMITATIONS AND} EXCLUSIONS**

# {Limitations

**Pre-Existing Condition.** Benefits are not payable for a Pre-Existing Condition until {the earlier of:}

- 1. {the expiration of {6-12} consecutive months beginning with the Insured Person's Effective Date, for which the Insured Person has not received any medical care, consultation, diagnosis or treatment, or has not taken any prescribed drug or medicine on account of such condition; or}
- 2. the expiration of {6-24} consecutive months, beginning with the Insured Person's Effective Date.

"Pre-Existing Condition" means any Injury or Sickness for which medical treatment or advice was rendered or recommended by a licensed Physician within {6, 12} months prior to the Insured Person's Effective Date.}

# **Exclusions**

The Policy does not provide any benefits for the following:

- 1. suicide or any attempt of suicide, while sane or insane (in Colorado, Missouri or Montana, while sane);
- 2. any intentionally self-inflicted Injury or Sickness or any attempt thereat (in Colorado, Missouri or Montana, while sane);
- 3. Participation in a Riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss that occurs while acting in a lawful manner within the scope of authority;
- 4. committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation;
- 5. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, hang gliding or any hazardous sports activity for exhibition purposes;
- 6. flying as a pilot, crew member or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
- 7. any Injury occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Injury took place);
- 8. declared or undeclared war or acts thereof:
- 9. accidental bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company pro rata for any period of active duty);
- 10. Injury or Sickness arising out of or in the course of any occupation for compensation, wage or profit or benefits that the Insured Person is entitled to under any Workers' Compensation Law, Occupational Disease Law or similar law whether or not application for such benefits have been made;
- 11. treatment for the voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage;
- 12. {treatment for Mental or Nervous Disorders or Substance Abuse;}
- 13. the treatment of:
  - a. codependency;
  - b. social, occupational or religious maladjustment;
  - c. compulsive gambling; or
  - d. chronic marital or family problems when not related to the primary focus of treatment that must be a diagnosable Mental Disorder;
- 13. rest care or rehabilitative care and treatment;
- 14. cosmetic surgery or care or treatment solely for cosmetic purposes or complications from such surgery, care or treatment. This includes but is not limited to: reconstructive surgery and prosthetic devices, unless due to an Injury and performed within one year from the date of the Accident, or to repair a congenital or abnormal defect of a newborn child while covered under the Policy;
- 15. {Pregnancy}
- 16. dependent child maternity;
- 17. sex changes;
- 18. treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;

- 19. Confinement, care or services incurred prior to the Insured Person's Effective Date or that begin after termination of coverage;
- 20. Confinement, care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law;
- 21. Confinement in a rehabilitation facility;
- 22. Confinement or treatment that is not Medically Necessary; or
- 23. any Confinement or treatment not specifically covered in the Schedule of Benefits.

# TERMINATION OF INSURANCE

**Termination of the Policy.** The Policy may be terminated on the first of the following dates:

- 1. {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least {30-90} days prior to termination;
- 2. any date on or after the date the Company receives the Policyholder's written request for termination; or
- 3. the next premium due date following the date the Policyholder's number of covered employees falls below the Company's guidelines.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

**Termination of Insured's Coverage under the Policy.** An Insured's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Policy terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Insured submits a fraudulent claim;
- 4. {the first day of the month following} the date the Insured is no longer an Employee of the Policyholder; or
- 5. {for retirees, the date the Insured attains age 65.}

{**Termination of Dependent's Coverage under the Policy.** The Dependent's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Insured's coverage terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Dependent submits a fraudulent claim;
- 4. the date the Dependent ceases to be an eligible Dependent, as defined;
- 5. {the date the Insured's spouse attains age 65;} or
- 6. the date the Policy is modified to exclude Dependent coverage.}

**Extension of Benefits.** This provision applies if an Insured Person is Hospital Confined on the termination date of the Policy, unless termination is due to nonpayment of premiums. The Company will pay the same benefits for the duration of any Hospital Confinement or 90 days, whichever occurs first. No further premium payment is required to qualify for this extension of benefits.

#### **PREMIUMS**

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. The initial premium rates are shown in the Policyholder's application.

**Premium Changes.** The Company has the right to change the premium rates on any premium due date {on or after the first Policy Anniversary Date}. The Company will provide written notice at least  $\{31 - 120\}$  days before the date of change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

**Unpaid Premium.** When a claim is paid during the grace period, any premium due and unpaid for the Insured Person will be deducted from the claim payment.

# **CLAIM PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the Company {at 3130 Broadway, Kansas City, Missouri 64111-2406}, or to its authorized administrator or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the Policy for filing proof of loss.

**Proof of Loss.** Written proof of loss must be furnished to the Company at the Company's Home Office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims.** Any benefit payable under the Policy will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims.** All benefits will be payable to the Insured{, unless assigned}. Any benefits payable on or after the Insured's death will be paid to the first of the following living persons:

- 1. the Insured's spouse;
- 2. the Insured's children, equally;
- 3. the Insured's parents, equally; or
- 4. the Insured's brothers and sisters, equally.

If none of the above persons is living on the date of the Insured's death, the Company will pay the benefits to the Insured's estate.

If any benefit is payable to an estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to the amount allowed by the law of the state in which the minor or incompetent resides. Such payment will be made to the legal guardian of the minor or incompetent. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

**Assignment.** Benefits under the Policy may {not} be assigned.

**Right of Recovery.** If payment for claims exceeds the maximum amount payable under any benefit provisions or riders of the Policy, the Company has the right to recover the excess of such payments.

**Physical Examination and Autopsy.** The Company, at the Company's expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim. The Company, at the Company's expense, will have the right to make an autopsy in case of death, unless it is forbidden by law.

**Legal Actions.** No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of three years (six years in Alabama and South Carolina; five years in Kansas) after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person lives, the limit is extended to meet the minimum time allowed by such law.

#### GENERAL PROVISIONS

**Certificates.** A Certificate will be provided to the Insured. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the Insured Person. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

**Choice of Physician.** The Insured Person is free to be treated by any Physician the Insured Person chooses.

**Clerical Error.** Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

**Conformity to Law.** Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Entire Contract.** The entire contract between the parties includes the Policy, any endorsement and riders, the Policyholder's application (that is attached to the Policy when issued) and the Insured's individual enrollment form, if any. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense of a claim hereunder unless it is contained in a written instrument signed by the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time, in writing, by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible

must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as they relate to this insurance. The Company can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.

**Misstatement of Age.** If the age of an Insured Person has been misstated, the Company will make an equitable adjustment of premiums. The Company will refund to the Insured any excess premium paid over the amount due for the correct benefit amount. The Company will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the Company will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If an Insured Person is not eligible for coverage because of age, the Company will refund all premiums paid on and/or after the date the Insured Person was no longer eligible.

**Other Insurance with This Insurer.** Insurance that is effective at any one time on the Insured Person under a similar contract, policy or rider with the Company is limited to the one such plan elected by the Insured Person, the Insured Person's beneficiary or the Insured Person's estate. The Company will return all premiums paid for all other such plans issued after the first plan became effective.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

**{POLICY NUMBER:** {Policy Number}}

**{POLICYHOLDER:** {"ABC" Employer}}

**{POLICY EFFECTIVE DATE:** {Month Day, Year}}

{POLICY ANNIVERSARY DATE: {Month Day, Year and each Month Day thereafter}}

The Certificate is issued to Insureds of the {above} Policyholder whose coverage is in effect according to the Company's records.

The Certificate describes the principal provisions of the Policy. Benefits are provided only while coverage is in force for an Insured Person according to the terms of the Policy.

All periods of insurance begin and end at 12:01 a.m. Local Time at the Policyholder's business address.

This Certificate replaces all certificates that may have been previously issued to the Insured under the Policy.

The Policy may be amended, changed, cancelled or discontinued without the consent of any Insured Person.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

ident Secretary

GROUP HOSPITAL CONFINEMENT INDEMNITY CERTIFICATE
THIS IS A LIMITED BENEFIT CERTIFICATE
RENEWABLE AT THE OPTION OF THE COMPANY

Please read the Certificate carefully.

C-9127AR {Policy Number}

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#### **DEFINITIONS**

**Accident** means an event occurring by chance or unintentionally after the Insured Person's Effective Date. An Accident must be independent of any Sickness.

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the Schedule of Benefits, a Benefit Period is a Calendar Year.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

**Company** means Fidelity Security Life Insurance Company.

# **Complications of Pregnancy** means:

- 1. a condition that, while affected by Pregnancy, is still classified by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany Pregnancy;
- 2. a non-elective cesarean section;
- 3. an extrauterine or ectopic Pregnancy; or
- 4. a spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include: false labor, premature labor, high risk Pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, pre-eclampsia or placenta previa or similar conditions that occur in a difficult Pregnancy.

**Confined/Confinement** means the Insured Person is a registered bed patient in a Hospital for a minimum of 24 consecutive hours. The Confinement must be Medically Necessary and be ordered by a licensed Physician.

Confinement does not include treatment received in a Hospital emergency room, the outpatient department of a Hospital or skilled nursing facility.

{Dependent means any of the following whose coverage under the Policy has become effective and has not ended:

- 1. the Insured's lawful spouse { or Domestic Partner};
- 2. {the child or children of the Insured or the Insured's spouse who are under 26 years of age;}
- 3. {the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under {19-27} years of age {({21-27} years of age if a full-time student)};} and
- 4. the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age {19-27}, provided such child was an Insured Person on the day immediately prior to attaining age {19-27}, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company.

Dependent includes a step-child, foster child, {grandchild,} legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. {Full-time, as used in this definition, means actively attending at least the minimum number of hours of class a week the school considers as full-time status.}}

**(Domestic Partner** means an adult who is in a committed relationship with the Insured and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. The term "spouse," wherever used, will include a Domestic Partner.}

**Effective Date** means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured Person, the date the Insured Person becomes covered under the Policy as shown in the Company's records. The Effective Date will begin at 12:01 a.m. Local Time at the Policyholder's business address.

**Employee** means a person employed by the Policyholder {and meeting the minimum hourly requirements shown in the Policyholder's application.} If the Employer is a proprietorship or partnership, the individual proprietor or each of the partners is an Employee only if engaged in the regular business of the Employer for the minimum hourly requirement shown in the Policyholder's application. No director of a corporate Employer is an Employee solely because of such directorship. {Employee also includes a retiree, but only if a retiree class is requested by the Policyholder in the application for insurance.}

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company wholly owned by the Policyholder and named in the Policyholder's application.

**Home Office** means the Company's office located at {3130 Broadway, Kansas City, Missouri, 64111-2406}.

**Hospital** means an institution that meets all the following requirements:

- 1. it must be operated according to law;
- 2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an Inpatient basis;
- 3. it must provide diagnostic and surgical facilities supervised by Physicians;
- 4. Registered Nurses must be on 24-hour call or duty; and
- 5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

Hospital does not mean a convalescent, rehabilitation, nursing, rest or extended care facility or a facility operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facility is operated as a separate institution by a Hospital.

**Immediate Family** means an Insured Person or an Insured Person's spouse, parent, child, grandparent, brother, sister, inlaw or any person residing in the Insured Person's home.

**Injury** means bodily Injury sustained by an Insured Person, directly and independently of all other causes, that occurs while the Policy is in force. All Injuries sustained by an Insured Person in any one Accident are considered a single Injury.

**Inpatient** means the Insured Person is Hospital Confined when covered services are received.

**Insured** means an Employee of the Policyholder whose coverage under the Policy has become effective and has not ended.

**Insured Person** means either an Insured or Dependent.

**Intensive Care Unit (ICU)** means a specialized unit of the Hospital containing special equipment and specially trained staff necessary for the care of seriously ill patients requiring immediate and continuous attention.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- 1. it is provided only as a convenience to the Insured Person or provider;
- 2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- 3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- 4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Mental or Nervous Disorder** means any psychiatric, mental, nervous or emotional illness, disease or disorder that is of mental or physical origin. These conditions are listed under the diagnostic categories listed in the Mental Disorders section of the International Classification of Diseases as periodically revised.

**Physician** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured Person or a member of the Insured Person's Immediate Family.

**Policyholder** means the Employer in whose name the Policy is issued.

**Pregnancy** means a Pregnancy which is terminated by childbirth, other than an elective cesarean section or an elective abortion.

{**Regular and Customary Activities** means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while Confined in a Hospital or other medical institution may not be used to meet this requirement.}

**Schedule of Benefits** means the page which gives basic information referenced in the Certificate.

**Sickness** means a disease or illness, or more than one disease or illness, resulting from the same or related causes or conditions, including all complications thereof and all related conditions and recurrences resulting in medical expenses insured under the Policy or otherwise resulting in a claim for benefits while the Policy is in force with respect to the Insured Person for whom the claim is made. Sickness includes {Pregnancy and} Complications of Pregnancy. Sickness {includes} {does not include} Mental or Nervous Disorders {or} {and} Substance Abuse.

Substance Abuse means abuse or addiction to alcohol, drugs or chemicals.

#### ELIGIBILITY AND EFFECTIVE DATE

New eligible persons will be added from time to time. In no event will coverage for any person become effective before the Policy Effective Date.

**Insured Eligibility and Effective Date.** Eligibility requirements are defined in the Policyholder's application. Coverage will be effective on the {first day of the month following the Insured's date of hire} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Insured's individual enrollment form}, subject to approval of the Insured's individual enrollment form, if any, and payment of the first premium.

**(Dependent Eligibility and Effective Date.** Insurance may be available to Dependents only if the Insured is eligible for such insurance under the Policy. An Insured's Dependents will be eligible for insurance under the Policy if the Dependent meets the eligibility requirements in the Policyholder's application. Coverage will be effective on the {first day of the month following the date the Dependent first became eligible} {date shown in the Company's records} {first day of the month} {date of receipt of the Dependent's individual enrollment form}, subject to approval of the Dependent's individual enrollment form, if any, and payment of the first premium. In no event, will coverage for any Dependent become effective before the Insured's Effective Date.

Newborn and Adopted Children Eligibility and Effective Date. Coverage under the Policy for a newborn child will be effective from the moment of birth and will continue until the next premium due date or 90 days, whichever is later. Coverage under the Policy for an adopted child, child placed with the Insured for adoption, or child for whom the Insured is a party in a suit to adopt will be effective from the moment of birth, adoption, placement, or filing of such suit and will continue until the next premium due date or 60 days, whichever is later. After the premium due date, if additional premium is required, coverage will continue only if the Company has been notified in writing, within 90 days after the birth for the newborn child or within 60 days after the date of adoption or filing the petition for adoption, and any additional premium due has been paid. Coverage for a newly born child will include coverage for Hospital Confinement due to Injury, Sickness, congenital defects, birth abnormalities and premature birth. In no event will coverage for such child become effective before the Insured's Effective Date.}

{**Delayed Effective Date.** If an eligible person is: 1) Confined at home or in a Hospital or medical institution for any condition covered by the Policy; or 2) not engaged in his or her Regular and Customary Activities on the date coverage would otherwise begin; then coverage will begin on the {date shown in the Schedule of Benefits } {first day of the month} {15<sup>th</sup> of the month} following the date he or she: 1) is no longer Confined at home or in a Hospital or medical institution; and 2) engages in his or her Regular and Customary Activities.}

**{Late Enrollees.** If the Insured does not apply for coverage on the Insured's {or Insured's Dependents'} initial eligibility date, the Insured may not apply for coverage for the Insured {and/or any of the Insured's Dependents} until the next Policy Anniversary Date.}

#### WHEN CHANGES IN COVERAGE OCCUR

Any change in benefits that occurs automatically under the Policy provisions or Schedule of Benefits will become effective on the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date that the status of the Insured Person has changed.

If any change in benefits or coverage is requested, the change will become effective as of the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date of the Company's approval. If that change increases benefits or coverage, the effective date of the change will be delayed as shown in the Eligibility and Effective Date section.

#### **BENEFITS**

The following benefits are payable, subject to the terms, conditions, limitations, exclusions and Schedule of Benefits.

{Hospital Admission Benefit. Benefits are payable as shown in the Schedule of Benefits for admission to a Hospital for an Insured Person if the Insured Person is admitted as a registered bed patient for a period of 24 consecutive hours or longer due to an Injury or Sickness. The benefit is limited to one benefit per Insured Person per Benefit Period and is paid in addition to any other benefits provided by the Policy.}

**Hospital Confinement Benefit.** Benefits are payable as shown in the Schedule of Benefits for each day that an Insured Person is Confined to a Hospital due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement.

{Intensive Care Unit Confinement Benefit. Benefits are payable as shown in the Schedule of Benefits for each day that the Insured Person is Confined in an Intensive Care Unit due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement. This benefit is {in addition to} {in lieu of} any other Confinement benefit under the Policy.}

**Emergency Room Benefit for Accidents.** Benefits are payable for treatment in a Hospital emergency room for an Injury as shown in the Schedule of Benefits. Treatment must be performed within 72 hours of the Accident.}

**Recurrent Confinements.** If the Company pays benefits for a period of Confinement, and the Insured Person is readmitted within 30 days of that Confinement for the same condition, the later Confinement will be treated as a continuation of the prior Confinement. If more than 30 days have passed between periods of Confinement for the same condition or the successive Confinement is for an unrelated cause, the Company will treat the later Confinement as a new Confinement.

# **(LIMITATIONS AND) EXCLUSIONS**

# {Limitations

**Pre-Existing Condition.** Benefits are not payable for a Pre-Existing Condition until {the earlier of:}

- 1. {the expiration of {6-12} consecutive months beginning with the Insured Person's Effective Date, for which the Insured Person has not received any medical care, consultation, diagnosis or treatment, or has not taken any prescribed drug or medicine on account of such condition; or}
- 2. the expiration of {6-24} consecutive months, beginning with the Insured Person's Effective Date.

"Pre-Existing Condition" means any Injury or Sickness for which medical treatment or advice was rendered or recommended by a licensed Physician within {6, 12} months prior to the Insured Person's Effective Date.}

# **Exclusions**

The Policy does not provide any benefits for the following:

- 1. suicide or any attempt of suicide, while sane or insane (in Colorado, Missouri or Montana, while sane);
- 2. any intentionally self-inflicted Injury or Sickness or any attempt thereat (in Colorado, Missouri or Montana, while sane);
- 3. Participation in a Riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss that occurs while acting in a lawful manner within the scope of authority;
- 4. committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation;
- 5. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, hang gliding or any hazardous sports activity for exhibition purposes;
- 6. flying as a pilot, crew member or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
- 7. any Injury occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Injury took place);
- 8. declared or undeclared war or acts thereof:
- 9. accidental bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company pro rata for any period of active duty);
- 10. Injury or Sickness arising out of or in the course of any occupation for compensation, wage or profit or benefits that the Insured Person is entitled to under any Workers' Compensation Law, Occupational Disease Law or similar law whether or not application for such benefits have been made;
- 11. treatment for the voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage;
- 12. {treatment for Mental or Nervous Disorders or Substance Abuse;}
- 13. the treatment of:
  - a. codependency;
  - b. social, occupational or religious maladjustment;
  - c. compulsive gambling; or
  - d. chronic marital or family problems when not related to the primary focus of treatment that must be a diagnosable Mental Disorder;
- 13. rest care or rehabilitative care and treatment;
- 14. cosmetic surgery or care or treatment solely for cosmetic purposes or complications from such surgery, care or treatment. This includes but is not limited to: reconstructive surgery and prosthetic devices, unless due to an Injury and performed within one year from the date of the Accident, or to repair a congenital or abnormal defect of a newborn child while covered under the Policy;
- 15. {Pregnancy}
- 16. dependent child maternity;
- 17. sex changes;
- 18. treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;

- 19. Confinement, care or services incurred prior to the Insured Person's Effective Date or that begin after termination of coverage;
- 20. Confinement, care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law;
- 21. Confinement in a rehabilitation facility;
- 22. Confinement or treatment that is not Medically Necessary; or
- 23. any Confinement or treatment not specifically covered in the Schedule of Benefits.

# TERMINATION OF INSURANCE

**Termination of the Policy.** The Policy may be terminated on the first of the following dates:

- 1. {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least {30-90} days prior to termination;
- 2. any date on or after the date the Company receives the Policyholder's written request for termination; or
- 3. the next premium due date following the date the Policyholder's number of covered employees falls below the Company's guidelines.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

**Termination of Insured's Coverage under the Policy.** An Insured's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Policy terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Insured submits a fraudulent claim;
- 4. {the first day of the month following} the date the Insured is no longer an Employee of the Policyholder; or
- 5. {for retirees, the date the Insured attains age 65.}

{**Termination of Dependent's Coverage under the Policy.** The Dependent's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Insured's coverage terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Dependent submits a fraudulent claim;
- 4. the date the Dependent ceases to be an eligible Dependent, as defined;
- 5. {the date the Insured's spouse attains age 65;} or
- 6. the date the Policy is modified to exclude Dependent coverage.}

**Extension of Benefits.** This provision applies if an Insured Person is Hospital Confined on the termination date of the Policy, unless termination is due to nonpayment of premiums. The Company will pay the same benefits for the duration of any Hospital Confinement or 90 days, whichever occurs first. No further premium payment is required to qualify for this extension of benefits.

#### **PREMIUMS**

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. The initial premium rates are shown in the Policyholder's application.

**Premium Changes.** The Company has the right to change the premium rates on any premium due date {on or after the first Policy Anniversary Date}. The Company will provide written notice at least  $\{31 - 120\}$  days before the date of change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

**Unpaid Premium.** When a claim is paid during the grace period, any premium due and unpaid for the Insured Person will be deducted from the claim payment.

# **CLAIM PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the Company {at 3130 Broadway, Kansas City, Missouri 64111-2406}, or to its authorized administrator or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the Policy for filing proof of loss.

**Proof of Loss.** Written proof of loss must be furnished to the Company at the Company's Home Office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims.** Any benefit payable under the Policy will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims.** All benefits will be payable to the Insured{, unless assigned}. Any benefits payable on or after the Insured's death will be paid to the first of the following living persons:

- 1. the Insured's spouse;
- 2. the Insured's children, equally;
- 3. the Insured's parents, equally; or
- 4. the Insured's brothers and sisters, equally.

If none of the above persons is living on the date of the Insured's death, the Company will pay the benefits to the Insured's estate.

If any benefit is payable to an estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to the amount allowed by the law of the state in which the minor or incompetent resides. Such payment will be made to the legal guardian of the minor or incompetent. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

**Assignment.** Benefits under the Policy may {not} be assigned.

**Right of Recovery.** If payment for claims exceeds the maximum amount payable under any benefit provisions or riders of the Policy, the Company has the right to recover the excess of such payments.

**Physical Examination and Autopsy.** The Company, at the Company's expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim. The Company, at the Company's expense, will have the right to make an autopsy in case of death, unless it is forbidden by law.

**Legal Actions.** No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of three years (six years in Alabama and South Carolina; five years in Kansas) after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person lives, the limit is extended to meet the minimum time allowed by such law.

#### GENERAL PROVISIONS

**Certificates.** A Certificate will be provided to the Insured. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the Insured Person. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

**Choice of Physician.** The Insured Person is free to be treated by any Physician the Insured Person chooses.

**Clerical Error.** Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

**Conformity to Law.** Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Entire Contract.** The entire contract between the parties includes the Policy, any endorsement and riders, the Policyholder's application (that is attached to the Policy when issued) and the Insured's individual enrollment form, if any. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense of a claim hereunder unless it is contained in a written instrument signed by the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time, in writing, by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible

must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as they relate to this insurance. The Company can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.

Misstatement of Age. If the age of an Insured Person has been misstated, the Company will make an equitable adjustment of premiums. The Company will refund to the Insured any excess premium paid over the amount due for the correct benefit amount. The Company will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the Company will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If an Insured Person is not eligible for coverage because of age, the Company will refund all premiums paid on and/or after the date the Insured Person was no longer eligible.

**Other Insurance with This Insurer.** Insurance that is effective at any one time on the Insured Person under a similar contract, policy or rider with the Company is limited to the one such plan elected by the Insured Person, the Insured Person's beneficiary or the Insured Person's estate. The Company will return all premiums paid for all other such plans issued after the first plan became effective.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

**POLICY NUMBER:** {Policy Number}

**POLICYHOLDER:** {"ABC" Employer}

STATE OF ISSUE: Arkansas

**POLICY EFFECTIVE DATE:** {Month Day, Year}

**POLICY ANNIVERSARY DATE:** {Month Day, Year and each Month Day thereafter}

Fidelity Security Life Insurance Company ("the Company") agrees to pay benefits provided by the Policy in accordance with its terms and conditions.

The Policy is issued by acceptance of the application of the Policyholder (a copy of which is attached) and receipt by the Company of the premiums.

All periods of time under the Policy begin and end at 12:01 a.m. Local Time at the Policyholder's business address.

The Company may terminate the Policy on {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date. Written notice must be provided to the Policyholder at least {30-90} days prior to termination. The Policyholder may terminate the Policy on any date on or after the date the Company receives the Policyholder's written request for termination.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

Secretary

GROUP HOSPITAL CONFINEMENT INDEMNITY POLICY
THIS IS A LIMITED BENEFIT POLICY
RENEWABLE AT THE OPTION OF THE COMPANY

Please read the Policy carefully.

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#### **DEFINITIONS**

**Accident** means an event occurring by chance or unintentionally after the Insured Person's Effective Date. An Accident must be independent of any Sickness.

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the Schedule of Benefits, a Benefit Period is a Calendar Year.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

**Company** means Fidelity Security Life Insurance Company.

# **Complications of Pregnancy** means:

- 1. a condition that, while affected by Pregnancy, is still classified by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany Pregnancy;
- 2. a non-elective cesarean section;
- 3. an extrauterine or ectopic Pregnancy; or
- 4. a spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include: false labor, premature labor, high risk Pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, pre-eclampsia or placenta previa or similar conditions that occur in a difficult Pregnancy.

**Confined/Confinement** means the Insured Person is a registered bed patient in a Hospital for a minimum of 24 consecutive hours. The Confinement must be Medically Necessary and be ordered by a licensed Physician.

Confinement does not include treatment received in a Hospital emergency room, the outpatient department of a Hospital or skilled nursing facility.

{Dependent means any of the following whose coverage under the Policy has become effective and has not ended:

- 1. the Insured's lawful spouse or Domestic Partner;
- 2. {the child or children of the Insured or the Insured's spouse who are under 26 years of age;}
- 3. {the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under {19-27} years of age {({21-27} years of age if a full-time student)};} and
- 4. the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age {19-27}, provided such child was an Insured Person on the day immediately prior to attaining age {19-27}, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company.

Dependent includes a step-child, foster child, {grandchild,} legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. {Full-time, as used in this definition, means actively attending at least the minimum number of hours of class a week the school considers as full-time status.}}

**(Domestic Partner** means an adult who is in a committed relationship with the Insured and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. The term "spouse," wherever used, will include a Domestic Partner.}

**Effective Date** means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured Person, the date the Insured Person becomes covered under the Policy as shown in the Company's records. The Effective Date will begin at 12:01 a.m. Local Time at the Policyholder's business address.

**Employee** means a person employed by the Policyholder {and meeting the minimum hourly requirements shown in the Policyholder's application.} If the Employer is a proprietorship or partnership, the individual proprietor or each of the partners is an Employee only if engaged in the regular business of the Employer for the minimum hourly requirement shown in the Policyholder's application. No director of a corporate Employer is an Employee solely because of such directorship. {Employee also includes a retiree, but only if a retiree class is requested by the Policyholder in the application for insurance.}

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company wholly owned by the Policyholder and named in the Policyholder's application.

**Home Office** means the Company's office located at {3130 Broadway, Kansas City, Missouri, 64111-2406}.

**Hospital** means an institution that meets all the following requirements:

- 1. it must be operated according to law;
- 2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an Inpatient basis;
- 3. it must provide diagnostic and surgical facilities supervised by Physicians;
- 4. Registered Nurses must be on 24-hour call or duty; and
- 5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

Hospital does not mean a convalescent, nursing, rest or extended care facility or a facility operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facility is operated as a separate institution by a Hospital.

**Immediate Family** means an Insured Person or an Insured Person's spouse, parent, child, grandparent, brother, sister, inlaw or any person residing in the Insured Person's home.

**Injury** means bodily Injury sustained by an Insured Person, directly and independently of all other causes, that occurs while the Policy is in force. All Injuries sustained by an Insured Person in any one Accident are considered a single Injury.

**Inpatient** means the Insured Person is Hospital Confined when covered services are received.

**Insured** means an Employee of the Policyholder whose coverage under the Policy has become effective and has not ended.

**Insured Person** means either an Insured or Dependent.

**Intensive Care Unit (ICU)** means a specialized unit of the Hospital containing special equipment and specially trained staff necessary for the care of seriously ill patients requiring immediate and continuous attention.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- 1. it is provided only as a convenience to the Insured Person or provider;
- 2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- 3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- 4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Mental or Nervous Disorder** means any psychiatric, mental, nervous or emotional illness, disease or disorder that is of mental or physical origin. These conditions are listed under the diagnostic categories listed in the Mental Disorders section of the International Classification of Diseases as periodically revised.

**Physician** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured Person or a member of the Insured Person's Immediate Family.

**Policyholder** means the Employer in whose name the Policy is issued.

**Pregnancy** means a Pregnancy which is terminated by childbirth, other than an elective cesarean section or an elective abortion.

{Regular and Customary Activities means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while Confined in a Hospital or other medical institution may not be used to meet this requirement.}

**Schedule of Benefits** means the page which gives basic information referenced in the Certificate.

**Sickness** means a disease or illness, or more than one disease or illness, resulting from the same or related causes or conditions, including all complications thereof and all related conditions and recurrences resulting in medical expenses insured under the Policy or otherwise resulting in a claim for benefits while the Policy is in force with respect to the Insured Person for whom the claim is made. Sickness includes {Pregnancy and} Complications of Pregnancy. Sickness {includes} {does not include} Mental or Nervous Disorders {or} {and} Substance Abuse.

Substance Abuse means abuse or addiction to alcohol, drugs or chemicals.

#### **ELIGIBILITY AND EFFECTIVE DATE**

New eligible persons will be added from time to time. In no event will coverage for any person become effective before the Policy Effective Date.

**Insured Eligibility and Effective Date.** Eligibility requirements are defined in the Policyholder's application. Coverage will be effective on the {first day of the month following the Insured's date of hire} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Insured's individual enrollment form}, subject to approval of the Insured's individual enrollment form, if any, and payment of the first premium.

**(Dependent Eligibility and Effective Date.** Insurance may be available to Dependents only if the Insured is eligible for such insurance under the Policy. An Insured's Dependents will be eligible for insurance under the Policy if the Dependent meets the eligibility requirements in the Policyholder's application. Coverage will be effective on the {first day of the month following the date the Dependent first became eligible} {date shown in the Company's records} {first day of the month} {date of receipt of the Dependent's individual enrollment form}, subject to approval of the Dependent's individual enrollment form, if any, and payment of the first premium. In no event, will coverage for any Dependent become effective before the Insured's Effective Date.

Newborn and Adopted Children Eligibility and Effective Date. Coverage under the Policy for a newborn child will be effective from the moment of birth and will continue until the next premium due date or 90 days, whichever is later. Coverage under the Policy for an adopted child, child placed with the Insured for adoption, or child for whom the Insured is a party in a suit to adopt will be effective from the moment of birth, adoption, placement, or filing of such suit and will continue until the next premium due date or 60 days, whichever is later. After the premium due date, if additional premium is required, coverage will continue only if the Company has been notified in writing, within 90 days after the birth for the newborn child or within 60 days after the date of adoption or filing the petition for adoption, and any additional premium due has been paid. Coverage for a newly born child will include coverage for Hospital Confinement due to Injury, Sickness, congenital defects, birth abnormalities and premature birth. In no event will coverage for such child become effective before the Insured's Effective Date.}

{**Delayed Effective Date.** If an eligible person is: 1) Confined at home or in a Hospital or medical institution for any condition covered by the Policy; or 2) not engaged in his or her Regular and Customary Activities on the date coverage would otherwise begin; then coverage will begin on the {date shown in the Schedule of Benefits } {first day of the month} {15<sup>th</sup> of the month} following the date he or she: 1) is no longer Confined at home or in a Hospital or medical institution; and 2) engages in his or her Regular and Customary Activities.}

{Late Enrollees. If the Insured does not apply for coverage on the Insured's {or Insured's Dependents'} initial eligibility date, the Insured may not apply for coverage for the Insured {and/or any of the Insured's Dependents} until the next Policy Anniversary Date.}

#### WHEN CHANGES IN COVERAGE OCCUR

Any change in benefits that occurs automatically under the Policy provisions or Schedule of Benefits will become effective on the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date that the status of the Insured Person has changed.

If any change in benefits or coverage is requested, the change will become effective as of the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date of the Company's approval. If that change increases benefits or coverage, the effective date of the change will be delayed as shown in the Eligibility and Effective Date section.

# **BENEFITS**

The following benefits are payable, subject to the terms, conditions, limitations, exclusions and Schedule of Benefits.

{Hospital Admission Benefit. Benefits are payable as shown in the Schedule of Benefits for admission to a Hospital for an Insured Person if the Insured Person is admitted as a registered bed patient for a period of 24 consecutive hours or longer due to an Injury or Sickness. The benefit is limited to one benefit per Insured Person per Benefit Period and is paid in addition to any other benefits provided by the Policy.}

**Hospital Confinement Benefit.** Benefits are payable as shown in the Schedule of Benefits for each day that an Insured Person is Confined to a Hospital due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement.

{Intensive Care Unit Confinement Benefit. Benefits are payable as shown in the Schedule of Benefits for each day that the Insured Person is Confined in an Intensive Care Unit due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement. This benefit is {in addition to} {in lieu of} any other Confinement benefit under the Policy.}

**Emergency Room Benefit for Accidents.** Benefits are payable for treatment in a Hospital emergency room for an Injury as shown in the Schedule of Benefits. Treatment must be performed within 72 hours of the Accident.}

**Recurrent Confinements.** If the Company pays benefits for a period of Confinement, and the Insured Person is readmitted within 30 days of that Confinement for the same condition, the later Confinement will be treated as a continuation of the prior Confinement. If more than 30 days have passed between periods of Confinement for the same condition or the successive Confinement is for an unrelated cause, the Company will treat the later Confinement as a new Confinement.

# **{LIMITATIONS AND} EXCLUSIONS**

# {Limitations

**Pre-Existing Condition.** Benefits are not payable for a Pre-Existing Condition until {the earlier of:}

- 1. {the expiration of {6-12} consecutive months beginning with the Insured Person's Effective Date, for which the Insured Person has not received any medical care, consultation, diagnosis or treatment, or has not taken any prescribed drug or medicine on account of such condition; or}
- 2. the expiration of {6-24} consecutive months, beginning with the Insured Person's Effective Date.

"Pre-Existing Condition" means any Injury or Sickness for which medical treatment or advice was rendered or recommended by a licensed Physician within {6, 12} months prior to the Insured Person's Effective Date.}

# **Exclusions**

The Policy does not provide any benefits for the following:

- 1. suicide or any attempt of suicide, while sane or insane (in Colorado, Missouri or Montana, while sane);
- 2. any intentionally self-inflicted Injury or Sickness or any attempt thereat (in Colorado, Missouri or Montana, while sane);
- 3. Participation in a Riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss that occurs while acting in a lawful manner within the scope of authority;
- 4. committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation;
- 5. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, hang gliding or any hazardous sports activity for exhibition purposes;
- 6. flying as a pilot, crew member or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
- 7. any Injury occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Injury took place);
- 8. declared or undeclared war or acts thereof;
- 9. accidental bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company pro rata for any period of active duty);
- 10. Injury or Sickness arising out of or in the course of any occupation for compensation, wage or profit or benefits that the Insured Person is entitled to under any Workers' Compensation Law, Occupational Disease Law or similar law whether or not application for such benefits have been made;
- 11. treatment for the voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage;
- 12. {treatment for Mental or Nervous Disorders or Substance Abuse;}
- 13. the treatment of:
  - a. codependency;
  - b. social, occupational or religious maladjustment;
  - c. compulsive gambling; or
  - d. chronic marital or family problems when not related to the primary focus of treatment that must be a diagnosable Mental Disorder:
- 13. rest care or rehabilitative care and treatment;
- 14. cosmetic surgery or care or treatment solely for cosmetic purposes or complications from such surgery, care or treatment. This includes but is not limited to: reconstructive surgery and prosthetic devices, unless due to an Injury and performed within one year from the date of the Accident, or to repair a congenital or abnormal defect of a newborn child while covered under the Policy;
- 15. {Pregnancy}
- 16. dependent child maternity;
- 17. sex changes;
- 18. treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;

- 19. Confinement, care or services incurred prior to the Insured Person's Effective Date or that begin after termination of coverage;
- 20. Confinement, care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law;
- 21. Confinement or treatment that is not Medically Necessary; or
- 22. any Confinement or treatment not specifically covered in the Schedule of Benefits.

#### TERMINATION OF INSURANCE

**Termination of the Policy.** The Policy may be terminated on the first of the following dates:

- 1. {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least {30-90} days prior to termination;
- 2. any date on or after the date the Company receives the Policyholder's written request for termination; or
- 3. the next premium due date following the date the Policyholder's number of covered employees falls below the Company's guidelines.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

**Termination of Insured's Coverage under the Policy.** An Insured's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Policy terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Insured submits a fraudulent claim;
- 4. {the first day of the month following} the date the Insured is no longer an Employee of the Policyholder; or
- 5. {for retirees, the date the Insured attains age 65.}

{Termination of Dependent's Coverage under the Policy. The Dependent's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Insured's coverage terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Dependent submits a fraudulent claim;
- 4. the date the Dependent ceases to be an eligible Dependent, as defined;
- 5. {the date the Insured's spouse attains age 65;} or
- 6. the date the Policy is modified to exclude Dependent coverage.

**Extension of Benefits.** This provision applies if an Insured Person is Hospital Confined on the termination date of the Policy, unless termination is due to nonpayment of premiums. The Company will pay the same benefits for the duration of any Hospital Confinement or 90 days, whichever occurs first. No further premium payment is required to qualify for this extension of benefits.

# **PREMIUMS**

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. The initial premium rates are shown in the Policyholder's application.

**Premium Changes.** The Company has the right to change the premium rates on any premium due date {on or after the first Policy Anniversary Date}. The Company will provide written notice at least  $\{31 - 120\}$  days before the date of change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

**Unpaid Premium.** When a claim is paid during the grace period, any premium due and unpaid for the Insured Person will be deducted from the claim payment.

# **CLAIM PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the Company {at 3130 Broadway, Kansas City, Missouri 64111-2406}, or to its authorized administrator or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the Policy for filing proof of loss.

**Proof of Loss.** Written proof of loss must be furnished to the Company at the Company's Home Office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims.** Any benefit payable under the Policy will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims.** All benefits will be payable to the Insured{, unless assigned}. Any benefits payable on or after the Insured's death will be paid to the first of the following living persons:

- 1. the Insured's spouse;
- 2. the Insured's children, equally;
- 3. the Insured's parents, equally; or
- 4. the Insured's brothers and sisters, equally.

If none of the above persons is living on the date of the Insured's death, the Company will pay the benefits to the Insured's estate.

If any benefit is payable to an estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to the amount allowed by the law of the state in which the minor or incompetent resides. Such payment will be made to the legal guardian of the minor or incompetent. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

**Assignment.** Benefits under the Policy may {not} be assigned.

**Right of Recovery.** If payment for claims exceeds the maximum amount payable under any benefit provisions or riders of the Policy, the Company has the right to recover the excess of such payments.

**Physical Examination and Autopsy.** The Company, at the Company's expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim. The Company, at the Company's expense, will have the right to make an autopsy in case of death, unless it is forbidden by law.

**Legal Actions.** No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of three years (six years in Alabama and South Carolina; five years in Kansas) after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person lives, the limit is extended to meet the minimum time allowed by such law.

#### GENERAL PROVISIONS

**Certificates.** A Certificate will be provided to the Insured. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the Insured Person. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

**Choice of Physician.** The Insured Person is free to be treated by any Physician the Insured Person chooses.

**Clerical Error.** Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

**Conformity to Law.** Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Entire Contract.** The entire contract between the parties includes the Policy, any endorsement and riders, the Policyholder's application (that is attached to the Policy when issued) and the Insured's individual enrollment form, if any. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense of a claim hereunder unless it is contained in a written instrument signed by the Policyholder or the Insured designates, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time, in writing, by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as they relate to this insurance. The Company can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.

Misstatement of Age. If the age of an Insured Person has been misstated, the Company will make an equitable adjustment of premiums. The Company will refund to the Insured any excess premium paid over the amount due for the correct benefit amount. The Company will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the Company will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If an Insured Person is not eligible for coverage because of age, the Company will refund all premiums paid on and/or after the date the Insured Person was no longer eligible.

**Other Insurance with This Insurer.** Insurance that is effective at any one time on the Insured Person under a similar contract, policy or rider with the Company is limited to the one such plan elected by the Insured Person, the Insured Person's beneficiary or the Insured Person's estate. The Company will return all premiums paid for all other such plans issued after the first plan became effective.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

**{POLICY NUMBER:** {Policy Number}}

**{POLICYHOLDER:** {"ABC" Employer}}

**{POLICY EFFECTIVE DATE:** {Month Day, Year}}

{**POLICY ANNIVERSARY DATE:** {Month Day, Year and each Month Day thereafter}}

The Certificate is issued to Insureds of the {above} Policyholder whose coverage is in effect according to the Company's records.

The Certificate describes the principal provisions of the Policy. Benefits are provided only while coverage is in force for an Insured Person according to the terms of the Policy.

All periods of insurance begin and end at 12:01 a.m. Local Time at the Policyholder's business address.

This Certificate replaces all certificates that may have been previously issued to the Insured under the Policy.

The Policy may be amended, changed, cancelled or discontinued without the consent of any Insured Person.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

esident Secretary

GROUP HOSPITAL CONFINEMENT INDEMNITY CERTIFICATE
THIS IS A LIMITED BENEFIT CERTIFICATE
RENEWABLE AT THE OPTION OF THE COMPANY

Please read the Certificate carefully.

C-9127AR {Policy Number}

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#### **DEFINITIONS**

**Accident** means an event occurring by chance or unintentionally after the Insured Person's Effective Date. An Accident must be independent of any Sickness.

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the Schedule of Benefits, a Benefit Period is a Calendar Year.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

**Company** means Fidelity Security Life Insurance Company.

# **Complications of Pregnancy** means:

- 1. a condition that, while affected by Pregnancy, is still classified by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany Pregnancy;
- 2. a non-elective cesarean section;
- 3. an extrauterine or ectopic Pregnancy; or
- 4. a spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include: false labor, premature labor, high risk Pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, pre-eclampsia or placenta previa or similar conditions that occur in a difficult Pregnancy.

**Confined/Confinement** means the Insured Person is a registered bed patient in a Hospital for a minimum of 24 consecutive hours. The Confinement must be Medically Necessary and be ordered by a licensed Physician.

Confinement does not include treatment received in a Hospital emergency room, the outpatient department of a Hospital or skilled nursing facility.

**Dependent** means any of the following whose coverage under the Policy has become effective and has not ended:

- 1. the Insured's lawful spouse{ or Domestic Partner};
- 2. {the child or children of the Insured or the Insured's spouse who are under 26 years of age;}
- 3. {the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under {19-27} years of age {({21-27} years of age if a full-time student)};} and
- 4. the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age {19-27}, provided such child was an Insured Person on the day immediately prior to attaining age {19-27}, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company.

Dependent includes a step-child, foster child, {grandchild,} legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. {Full-time, as used in this definition, means actively attending at least the minimum number of hours of class a week the school considers as full-time status.}}

**(Domestic Partner** means an adult who is in a committed relationship with the Insured and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. The term "spouse," wherever used, will include a Domestic Partner.}

**Effective Date** means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured Person, the date the Insured Person becomes covered under the Policy as shown in the Company's records. The Effective Date will begin at 12:01 a.m. Local Time at the Policyholder's business address.

**Employee** means a person employed by the Policyholder {and meeting the minimum hourly requirements shown in the Policyholder's application.} If the Employer is a proprietorship or partnership, the individual proprietor or each of the partners is an Employee only if engaged in the regular business of the Employer for the minimum hourly requirement shown in the Policyholder's application. No director of a corporate Employer is an Employee solely because of such directorship. {Employee also includes a retiree, but only if a retiree class is requested by the Policyholder in the application for insurance.}

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company wholly owned by the Policyholder and named in the Policyholder's application.

**Home Office** means the Company's office located at {3130 Broadway, Kansas City, Missouri, 64111-2406}.

**Hospital** means an institution that meets all the following requirements:

- 1. it must be operated according to law;
- 2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an Inpatient basis;
- 3. it must provide diagnostic and surgical facilities supervised by Physicians;
- 4. Registered Nurses must be on 24-hour call or duty; and
- 5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

Hospital does not mean a convalescent, nursing, rest or extended care facility or a facility operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facility is operated as a separate institution by a Hospital.

**Immediate Family** means an Insured Person or an Insured Person's spouse, parent, child, grandparent, brother, sister, inlaw or any person residing in the Insured Person's home.

**Injury** means bodily Injury sustained by an Insured Person, directly and independently of all other causes, that occurs while the Policy is in force. All Injuries sustained by an Insured Person in any one Accident are considered a single Injury.

**Inpatient** means the Insured Person is Hospital Confined when covered services are received.

**Insured** means an Employee of the Policyholder whose coverage under the Policy has become effective and has not ended.

**Insured Person** means either an Insured or Dependent.

**Intensive Care Unit (ICU)** means a specialized unit of the Hospital containing special equipment and specially trained staff necessary for the care of seriously ill patients requiring immediate and continuous attention.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- 1. it is provided only as a convenience to the Insured Person or provider;
- 2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- 3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- 4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Mental or Nervous Disorder** means any psychiatric, mental, nervous or emotional illness, disease or disorder that is of mental or physical origin. These conditions are listed under the diagnostic categories listed in the Mental Disorders section of the International Classification of Diseases as periodically revised.

**Physician** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured Person or a member of the Insured Person's Immediate Family.

**Policyholder** means the Employer in whose name the Policy is issued.

**Pregnancy** means a Pregnancy which is terminated by childbirth, other than an elective cesarean section or an elective abortion.

{Regular and Customary Activities means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while Confined in a Hospital or other medical institution may not be used to meet this requirement.}

**Schedule of Benefits** means the page which gives basic information referenced in the Certificate.

Sickness means a disease or illness, or more than one disease or illness, resulting from the same or related causes or conditions, including all complications thereof and all related conditions and recurrences resulting in medical expenses insured under the Policy or otherwise resulting in a claim for benefits while the Policy is in force with respect to the Insured Person for whom the claim is made. Sickness includes {Pregnancy and} Complications of Pregnancy. Sickness {includes} {does not include} Mental or Nervous Disorders {or} {and} Substance Abuse.

Substance Abuse means abuse or addiction to alcohol, drugs or chemicals.

#### ELIGIBILITY AND EFFECTIVE DATE

New eligible persons will be added from time to time. In no event will coverage for any person become effective before the Policy Effective Date.

**Insured Eligibility and Effective Date.** Eligibility requirements are defined in the Policyholder's application. Coverage will be effective on the {first day of the month following the Insured's date of hire} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Insured's individual enrollment form}, subject to approval of the Insured's individual enrollment form, if any, and payment of the first premium.

{Dependent Eligibility and Effective Date. Insurance may be available to Dependents only if the Insured is eligible for such insurance under the Policy. An Insured's Dependents will be eligible for insurance under the Policy if the Dependent meets the eligibility requirements in the Policyholder's application. Coverage will be effective on the {first day of the month following the date the Dependent first became eligible} {date shown in the Company's records} {first day of the month} {date of receipt of the Dependent's individual enrollment form}, subject to approval of the Dependent's individual enrollment form, if any, and payment of the first premium. In no event, will coverage for any Dependent become effective before the Insured's Effective Date.

Newborn and Adopted Children Eligibility and Effective Date. Coverage under the Policy for a newborn child will be effective from the moment of birth and will continue until the next premium due date or 90 days, whichever is later. Coverage under the Policy for an adopted child, child placed with the Insured for adoption, or child for whom the Insured is a party in a suit to adopt will be effective from the moment of birth, adoption, placement, or filing of such suit and will continue until the next premium due date or 60 days, whichever is later. After the premium due date, if additional premium is required, coverage will continue only if the Company has been notified in writing, within 90 days after the birth for the newborn child or within 60 days after the date of adoption or filing the petition for adoption, and any additional premium due has been paid. Coverage for a newly born child will include coverage for Hospital Confinement due to Injury, Sickness, congenital defects, birth abnormalities and premature birth. In no event will coverage for such child become effective before the Insured's Effective Date.}

{**Delayed Effective Date.** If an eligible person is: 1) Confined at home or in a Hospital or medical institution for any condition covered by the Policy; or 2) not engaged in his or her Regular and Customary Activities on the date coverage would otherwise begin; then coverage will begin on the {date shown in the Schedule of Benefits } {first day of the month} {15<sup>th</sup> of the month} following the date he or she: 1) is no longer Confined at home or in a Hospital or medical institution; and 2) engages in his or her Regular and Customary Activities.}

**{Late Enrollees.** If the Insured does not apply for coverage on the Insured's {or Insured's Dependents'} initial eligibility date, the Insured may not apply for coverage for the Insured {and/or any of the Insured's Dependents} until the next Policy Anniversary Date.}

#### WHEN CHANGES IN COVERAGE OCCUR

Any change in benefits that occurs automatically under the Policy provisions or Schedule of Benefits will become effective on the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date that the status of the Insured Person has changed.

If any change in benefits or coverage is requested, the change will become effective as of the {first} {15<sup>th</sup>} day of the month coinciding with or next following the date of the Company's approval. If that change increases benefits or coverage, the effective date of the change will be delayed as shown in the Eligibility and Effective Date section.

# **BENEFITS**

The following benefits are payable, subject to the terms, conditions, limitations, exclusions and Schedule of Benefits.

{Hospital Admission Benefit. Benefits are payable as shown in the Schedule of Benefits for admission to a Hospital for an Insured Person if the Insured Person is admitted as a registered bed patient for a period of 24 consecutive hours or longer due to an Injury or Sickness. The benefit is limited to one benefit per Insured Person per Benefit Period and is paid in addition to any other benefits provided by the Policy.}

**Hospital Confinement Benefit.** Benefits are payable as shown in the Schedule of Benefits for each day that an Insured Person is Confined to a Hospital due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement.

{Intensive Care Unit Confinement Benefit. Benefits are payable as shown in the Schedule of Benefits for each day that the Insured Person is Confined in an Intensive Care Unit due to an Injury or Sickness. The benefit requires a minimum 24-hour Hospital stay and is payable from the first day of Confinement. This benefit is {in addition to} {in lieu of} any other Confinement benefit under the Policy.}

**Emergency Room Benefit for Accidents.** Benefits are payable for treatment in a Hospital emergency room for an Injury as shown in the Schedule of Benefits. Treatment must be performed within 72 hours of the Accident.}

**Recurrent Confinements.** If the Company pays benefits for a period of Confinement, and the Insured Person is readmitted within 30 days of that Confinement for the same condition, the later Confinement will be treated as a continuation of the prior Confinement. If more than 30 days have passed between periods of Confinement for the same condition or the successive Confinement is for an unrelated cause, the Company will treat the later Confinement as a new Confinement.

# **{LIMITATIONS AND} EXCLUSIONS**

# {Limitations

**Pre-Existing Condition.** Benefits are not payable for a Pre-Existing Condition until {the earlier of:}

- 1. {the expiration of {6-12} consecutive months beginning with the Insured Person's Effective Date, for which the Insured Person has not received any medical care, consultation, diagnosis or treatment, or has not taken any prescribed drug or medicine on account of such condition; or}
- 2. the expiration of {6-24} consecutive months, beginning with the Insured Person's Effective Date.

"Pre-Existing Condition" means any Injury or Sickness for which medical treatment or advice was rendered or recommended by a licensed Physician within {6, 12} months prior to the Insured Person's Effective Date.}

# **Exclusions**

The Policy does not provide any benefits for the following:

- 1. suicide or any attempt of suicide, while sane or insane (in Colorado, Missouri or Montana, while sane);
- 2. any intentionally self-inflicted Injury or Sickness or any attempt thereat (in Colorado, Missouri or Montana, while sane);
- 3. Participation in a Riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss that occurs while acting in a lawful manner within the scope of authority;
- 4. committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation;
- 5. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, hang gliding or any hazardous sports activity for exhibition purposes;
- 6. flying as a pilot, crew member or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
- 7. any Injury occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Injury took place);
- 8. declared or undeclared war or acts thereof;
- 9. accidental bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company pro rata for any period of active duty);
- 10. Injury or Sickness arising out of or in the course of any occupation for compensation, wage or profit or benefits that the Insured Person is entitled to under any Workers' Compensation Law, Occupational Disease Law or similar law whether or not application for such benefits have been made;
- 11. treatment for the voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage;
- 12. {treatment for Mental or Nervous Disorders or Substance Abuse;}
- 13. the treatment of:
  - a. codependency;
  - b. social, occupational or religious maladjustment;
  - c. compulsive gambling; or
  - d. chronic marital or family problems when not related to the primary focus of treatment that must be a diagnosable Mental Disorder;
- 13. rest care or rehabilitative care and treatment;
- 14. cosmetic surgery or care or treatment solely for cosmetic purposes or complications from such surgery, care or treatment. This includes but is not limited to: reconstructive surgery and prosthetic devices, unless due to an Injury and performed within one year from the date of the Accident, or to repair a congenital or abnormal defect of a newborn child while covered under the Policy;
- 15. {Pregnancy}
- 16. dependent child maternity;
- 17. sex changes;
- 18. treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;

- 19. Confinement, care or services incurred prior to the Insured Person's Effective Date or that begin after termination of coverage;
- 20. Confinement, care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law;
- 21. Confinement or treatment that is not Medically Necessary; or
- 22. any Confinement or treatment not specifically covered in the Schedule of Benefits.

#### TERMINATION OF INSURANCE

**Termination of the Policy.** The Policy may be terminated on the first of the following dates:

- 1. {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least {30-90} days prior to termination;
- 2. any date on or after the date the Company receives the Policyholder's written request for termination; or
- 3. the next premium due date following the date the Policyholder's number of covered employees falls below the Company's guidelines.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

**Termination of Insured's Coverage under the Policy.** An Insured's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Policy terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Insured submits a fraudulent claim;
- 4. {the first day of the month following} the date the Insured is no longer an Employee of the Policyholder; or
- 5. {for retirees, the date the Insured attains age 65.}

{Termination of Dependent's Coverage under the Policy. The Dependent's coverage under the Policy automatically ends on the first of the following dates:

- 1. the date the Insured's coverage terminates;
- 2. the date the required premium has not been paid, except as provided in the Grace Period provision;
- 3. the date the Dependent submits a fraudulent claim;
- 4. the date the Dependent ceases to be an eligible Dependent, as defined;
- 5. {the date the Insured's spouse attains age 65;} or
- 6. the date the Policy is modified to exclude Dependent coverage.

**Extension of Benefits.** This provision applies if an Insured Person is Hospital Confined on the termination date of the Policy, unless termination is due to nonpayment of premiums. The Company will pay the same benefits for the duration of any Hospital Confinement or 90 days, whichever occurs first. No further premium payment is required to qualify for this extension of benefits.

# **PREMIUMS**

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. The initial premium rates are shown in the Policyholder's application.

**Premium Changes.** The Company has the right to change the premium rates on any premium due date {on or after the first Policy Anniversary Date}. The Company will provide written notice at least  $\{31 - 120\}$  days before the date of change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

**Unpaid Premium.** When a claim is paid during the grace period, any premium due and unpaid for the Insured Person will be deducted from the claim payment.

# **CLAIM PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the Company {at 3130 Broadway, Kansas City, Missouri 64111-2406}, or to its authorized administrator or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the Policy for filing proof of loss.

**Proof of Loss.** Written proof of loss must be furnished to the Company at the Company's Home Office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims.** Any benefit payable under the Policy will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims.** All benefits will be payable to the Insured{, unless assigned}. Any benefits payable on or after the Insured's death will be paid to the first of the following living persons:

- 1. the Insured's spouse;
- 2. the Insured's children, equally;
- 3. the Insured's parents, equally; or
- 4. the Insured's brothers and sisters, equally.

If none of the above persons is living on the date of the Insured's death, the Company will pay the benefits to the Insured's estate.

If any benefit is payable to an estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to the amount allowed by the law of the state in which the minor or incompetent resides. Such payment will be made to the legal guardian of the minor or incompetent. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

**Assignment.** Benefits under the Policy may {not} be assigned.

**Right of Recovery.** If payment for claims exceeds the maximum amount payable under any benefit provisions or riders of the Policy, the Company has the right to recover the excess of such payments.

**Physical Examination and Autopsy.** The Company, at the Company's expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim. The Company, at the Company's expense, will have the right to make an autopsy in case of death, unless it is forbidden by law.

**Legal Actions.** No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of three years (six years in Alabama and South Carolina; five years in Kansas) after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person lives, the limit is extended to meet the minimum time allowed by such law.

#### GENERAL PROVISIONS

**Certificates.** A Certificate will be provided to the Insured. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the Insured Person. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

**Choice of Physician.** The Insured Person is free to be treated by any Physician the Insured Person chooses.

**Clerical Error.** Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

**Conformity to Law.** Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Entire Contract.** The entire contract between the parties includes the Policy, any endorsement and riders, the Policyholder's application (that is attached to the Policy when issued) and the Insured's individual enrollment form, if any. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense of a claim hereunder unless it is contained in a written instrument signed by the Policyholder or the Insured designates, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder or the Insured or if the Insured designates, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time, in writing, by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as they relate to this insurance. The Company can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.

Misstatement of Age. If the age of an Insured Person has been misstated, the Company will make an equitable adjustment of premiums. The Company will refund to the Insured any excess premium paid over the amount due for the correct benefit amount. The Company will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the Company will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If an Insured Person is not eligible for coverage because of age, the Company will refund all premiums paid on and/or after the date the Insured Person was no longer eligible.

**Other Insurance with This Insurer.** Insurance that is effective at any one time on the Insured Person under a similar contract, policy or rider with the Company is limited to the one such plan elected by the Insured Person, the Insured Person's beneficiary or the Insured Person's estate. The Company will return all premiums paid for all other such plans issued after the first plan became effective.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.